

EXECUTION ORIGINAL

INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE  
TELECOMMUNICATIONS ACT OF 1996

Dated as of August 4, 2000<sup>1</sup>

by and between

AMERITECH ILLINOIS

and

GABRIEL COMMUNICATIONS OF ILLINOIS, INC.

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<sup>1</sup> See footnotes on signature page

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## **APPENDICES**

**DIGITAL SUBSCRIBER LINES Added 06/00**



Record (“**EMR**”) standard and exchange records with both Ameritech and the terminating LEC or CMRS provider to facilitate the billing process to the originating network.

.. For purposes of this **Section VII.3**, Ameritech agrees that it shall make available to Requesting Carrier, at Requesting Carrier's sole option, any transiting arrangement Ameritech's offers to another LEC at the same rates, terms and conditions provided to such other LEC.

## **ARTICLE INSTALLATION, MAINTENANCE, TESTING AND REPAIR**

. **Plan.** Within ninety (90) days after the Effective Date, Requesting Carrier and Ameritech shall jointly develop a plan (the “**Plan**”) which shall define and detail:

- ( ) standards to ensure that Interconnection trunk groups experience a grade of service, availability and quality in accord with all appropriate relevant industry-accepted quality, reliability and availability standards and in accordance with the levels identified in **Section 3.6**;
- ( ) the respective duties and responsibilities of the Parties with respect to the administration and maintenance of the Interconnections (including signaling) specified in **Article III** and the trunk groups specified in **Articles IV** and **V**, including standards and procedures for notification and discoveries of trunk disconnects;
- ( ) disaster recovery and escalation provisions; and
- ( ) such other matters as the Parties may agree.

. **Operation and Maintenance.** Each Party shall be solely responsible for the installation, operation and maintenance of equipment and facilities provided by it for Interconnection, subject to compatibility and cooperative testing and monitoring and the specific operation and maintenance provisions for equipment and facilities used to provide Interconnection. Operation and maintenance of equipment in Virtual Collocation shall be in accordance with the provisions of **Article XII**.

. **Installation, Maintenance, Testing and Repair.** The intervals for installations, maintenance, joint testing, and repair of its facilities and services associated with or used in conjunction with Interconnection will be determined in accordance with the requirements of **Section 3.8**.

. **Additional Terms.** Additional terms regarding the installation, maintenance, testing and repair of equipment and facilities used for Interconnection shall be as set forth in the Implementation Plan.

## **ARTICLE UNBUNDLED ACCESS -- SECTION 251(c)(3)**

. **Access to Network Elements.**

.. Ameritech shall provide Requesting Carrier access to Ameritech's Network Elements on an unbundled basis at any technically feasible point in accordance with the terms and conditions of this **Article IX** and the requirements of the Act. Ameritech shall provide Requesting Carrier access to each unbundled Network Element, along with all of such unbundled Network Element's features, functions, and capabilities in accordance with the terms and conditions of **Article II** and as required by the Act, in a manner that shall allow Requesting Carrier to provide any Telecommunications Service that can be offered by means of that Network Element; provided that the use of such Network Element is consistent with the Act.

.. Notwithstanding anything to the contrary in this **Article IX**, Ameritech shall not be required to provide Network Elements beyond those identified in 47 C.F.R. § 51.319 to Requesting Carrier if:

- ( ) The Commission concludes that:
  - ( ) such Network Element is proprietary or contains proprietary information that will be revealed if such Network Element is provided to Requesting Carrier on an unbundled basis; and
  - ( ) Requesting Carrier could offer the same proposed Telecommunications Service through the use of other, nonproprietary Network Elements within Ameritech's network; or
- ( ) The Commission concludes that the failure of Ameritech to provide access to such Network Element would not decrease the quality of, and would not increase the financial or administrative cost of, the Telecommunications Service Requesting Carrier seeks to offer, compared with providing that service over other unbundled Network Elements in Ameritech's network.

.. Ameritech shall be required to make available Network Elements only where such Network Elements, including facilities and software necessary to provide such Network Elements, are available. If Ameritech makes available Network Elements that require special construction, Requesting Carrier shall pay to Ameritech any applicable special construction charges.

. **Network Elements<sup>3</sup>.** At the request of Requesting Carrier, Ameritech shall provide Requesting Carrier access to the following Network Elements on an unbundled basis:

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The Parties acknowledge that on January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Bd.*, 119 S. Ct. 721 (1999) and on June 1, 1999 issued its opinion in *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (1999). ). In addition, the Parties acknowledge that on November 5, 1999, the FCC issued its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999), portions of which become effective thirty (30) days following publication of such Order in the Federal Register (February 17, 2000) and other portions of which become effective 120 days following publication of such Order in the Federal Register (May 17, 2000). If this Agreement is inconsistent with any order rendered by the FCC, state regulatory agency, or a court of competent

- .. Local Loops, as more fully described on Schedule 9.2.1;
- .. The Network Interface Device, as more fully described on Schedule 9.2.2;
- .. Switching Capability, as more fully described on Schedule 9.2.3;
- .. Interoffice Transmission Facilities, as more fully described on Schedule 9.2.4;
- .. Signaling Links and Call-Related Databases, as more fully described on Schedule 9.2.5;
- .. Operations Support Systems (“OSS”) Functions, to be used in conjunction with other Network Elements, as more fully described on Schedule 9.2.6; and
- .. Operator Services and Directory Assistance, as more fully described on Schedule 9.2.7.

. **Combination of Network Elements.**

.. Ameritech shall provide Network Elements to Requesting Carrier in a manner that shall allow Requesting Carrier to combine such Network Elements (**a “Combination”**) in order to provide a Telecommunications Service. When purchasing a Combination, Requesting Carrier will have access to all features and capabilities of each individual Network Element that comprises such Combination and the specific technical and interface requirements for each of the Network Elements shall apply, except to the extent not technically feasible given the specific manner in which Requesting Carrier has requested that the elements be combined.

.. Except upon the request of Requesting Carrier, Ameritech shall provide Network Elements separately from each other, and shall not separate Network Elements it normally provides in combination into separate Network Elements.

.. Upon Requesting Carrier's request, Ameritech shall perform the functions necessary to combine Ameritech's Network Elements in any manner, even if those elements are not ordinarily combined in Ameritech's network; provided that such combination is (i) technically feasible and (ii) would not impair the ability of other Telecommunications Carriers to obtain access to unbundled Network Elements or to Interconnect with Ameritech's network. In addition, upon a request of Requesting Carrier that is consistent with the above criteria, Ameritech shall perform the functions necessary to combine Ameritech's Network Elements with elements possessed by Requesting Carrier in any technically feasible manner to allow Requesting Carrier to provide a Telecommunications Service.

.. Ameritech shall make available to Requesting Carrier the following Combinations at the rates set forth at Item V of the Pricing Schedule:

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jurisdiction, Ameritech may, by providing written notice to Requesting Carrier, require that any affected provision of this Agreement be deleted or renegotiated as applicable, in good faith and Agreement be amended accordingly.

9.3.4.1 Unbundled Element Platform with Operator Services and Directory Assistance. This Combination is described on **Schedule 9.3.4**.

9.3.4.2 Loop Combination. This Combination is described on **Schedule 9.3.4**.

9.3.4.3 Switching Combination #1. This Combination is described on **Schedule 9.3.4**.

.. The following Network Elements and Combinations shall be requested by Requesting Carrier in accordance with **Section 9.6**:

9.3.5.1 Unbundled Loop - Distribution.

9.3.5.2 Unbundled Loop - Concentrators/Multiplexers.

9.3.5.3 Unbundled Loop - Feeder.

9.3.5.4 Loop/Network Combination. This Combination is described on **Schedule 9.3.5**.

9.3.5.5 Switching Combination #2. This Combination is described on **Schedule 9.3.5**.

9.3.5.6 Switching Combination #3. This Combination is described on **Schedule 9.3.5**.

9.3.5.7 Switched Data Services. This Combination is described on **Schedule 9.3.5**.

9.3.5.8 Unbundled Element Platform without Operator Services and Directory Assistance. This Combination is described on **Schedule 9.3.5**.

.. Any request by Requesting Carrier for Ameritech to provide any Combination other than as set forth in **Section 9.3.4**, to combine the unbundled Network Elements of Ameritech with Requesting Carrier, or to perform any other function under this **Section 9.3** shall be made by Requesting Carrier in accordance with **Section 9.6**.

. **Nondiscriminatory Access to and Provision of Network Elements.**

.. Subject to **Section 9.4.4**, the quality of an unbundled Network Element as well as the quality of the access to such unbundled Network Element that Ameritech provides to Requesting Carrier shall be the same for all Telecommunications Carriers requesting access to such Network Element.

.. Subject to **Section 9.4.4**, the quality of a Network Element, as well as the quality of the access to such Network Element, that Ameritech provides to Requesting Carrier

hereunder shall be at least equal in quality to that which Ameritech provides to itself, its subsidiaries, Affiliates and any other person, unless Ameritech proves to the Commission that it is not technically feasible to provide the Network Element requested by Requesting Carrier, or access to such Network Element at a level of quality that is equal to that which Ameritech provides to itself.

.. Ameritech shall provide Requesting Carrier access to Network Elements and Operations Support Systems functions, including the time within which Ameritech provisions such access to Network Elements, on terms and conditions no less favorable than the terms and conditions under which Ameritech provides such elements to itself, its subsidiaries, Affiliates and any other person, except as may be provided by the Commission pursuant to **Section 9.1.2.**

.. Upon the request of Requesting Carrier, Ameritech shall provide to Requesting Carrier a Network Element and access to such Network Element that is different in quality to that required under **Sections 9.4.2** and **9.4.3**, unless Ameritech proves to the Commission that it is not technically feasible to provide the requested Network Element or access to such Network Element at the requested level of quality. Any request by Requesting Carrier for Ameritech to provide any Network Element or access thereto that is different in quality shall be made by Requesting Carrier in accordance with **Section 9.6.**

. **Provisioning of Network Elements.**

.. Ameritech shall provide Requesting Carrier unbundled Network Elements as set forth on **Schedule 9.5.**

.. Ameritech shall provide Requesting Carrier access to the functionalities for Ameritech's pre-ordering, ordering, provisioning, maintenance and repair, and billing functions of the Operations Support Systems functions that relate to the Network Elements that Requesting Carrier purchases hereunder. Access to such functionalities for the Operations Support Systems functions shall be as provided in **Schedule 9.2.6** and the Implementation Plan.

.. Prior to submitting an order for a Network Element which replaces, in whole or in part, a service offered by Ameritech or any other telecommunications provider for which Ameritech changes a primary local exchange carrier, Requesting Carrier shall comply with the requirements of **Section 10.11.1.**

. **Availability of Additional or Different Quality Network Elements.**

Any request by Requesting Carrier for access to a Network Element or a Combination or a standard of quality thereof that is not otherwise provided by the terms of this Agreement at the time of such request shall be made pursuant to a Bona Fide Request and shall be subject to the payment by Requesting Carrier of all applicable costs in accordance with Section 252(d)(1) of the Act to process, develop, install and provide such Network Element, Combination or access.

. **Pricing of Unbundled Network Elements.**

.. Ameritech shall charge Requesting Carrier the non-recurring and monthly recurring rates for unbundled Network Elements (including the monthly recurring rates for these

specific Network Elements, service coordination fee, and Cross-Connect charges) as specified at Item V of the Pricing Schedule. If Requesting Carrier requests or approves an Ameritech technician to perform services in excess of or not otherwise contemplated by the Line Connection Service, Ameritech may charge Requesting Carrier for any additional and reasonable labor charges to perform such services.

.. In addition to any other applicable charges under this **Article IX**, if Requesting Carrier purchases unbundled Local Switching elements, Requesting Carrier shall pay Ameritech:

- ( ) for interstate minutes of use traversing such unbundled Local Switching elements, the carrier common line charge described in 47 C.F.R. § 69.105 and a charge equal to seventy-five percent (75%) of the interconnection charge described in 47 C.F.R. § 69.124, only until the earliest of the following, and not thereafter:
  - ( ) June 30, 1997;
  - ( ) The later of the effective date of a final FCC decision in CC Docket No. 94-45, Federal-State Joint Board on Universal Service, or the effective date of a final FCC decision in a proceeding to consider reform of interstate access charges; or
  - ( ) The date on which Ameritech is authorized to offer in-region interLATA service in Illinois pursuant to Section 271 of the Act; and
- ( ) for intrastate toll minutes of use traversing such unbundled Local Switching elements, intrastate access charges comparable to those listed in **Section 9.7.2(a)** and any explicit intrastate universal service mechanism based on access charges, only until the earliest of the following, and not thereafter:
  - ( ) June 30, 1997;
  - ( ) The effective date of the Commission's decision that Ameritech may not assess such charges; or
  - ( ) The date on which Ameritech is authorized to offer in-region interLATA service in Illinois pursuant to Section 271 of the Act.

.. If Requesting Carrier orders a Combination identified in **Section 9.3.4** and the provision of any such Combination requires Ameritech to modify any of its existing systems, service development processes or its network (beyond that required for Ameritech to provision its own retail services) to provide access to such Combination, Requesting Carrier shall be required to compensate Ameritech for any costs incurred to provide access to such Combination.

. **Billing.** Ameritech shall bill Requesting Carrier for access to unbundled Network Elements pursuant to the requirements of **Article XXVII** to this Agreement.

. **Maintenance of Unbundled Network Elements.**

9.9.1 Ameritech shall provide maintenance of Loops or Combinations which include Loops as set forth in **Schedule 10.13**.

9.9.2 If (i) Requesting Carrier reports to Ameritech a suspected failure of a Network Element, (ii) Requesting Carrier requests a dispatch, (iii) Ameritech dispatches a technician, and (iv) such trouble was not caused by Ameritech's facilities or equipment, then Requesting Carrier shall pay Ameritech a trip charge and time charges as set forth at Item V of the Pricing Schedule.

. **Standards of Performance.**

.. Ameritech shall provide to Requesting Carrier access to unbundled Network Elements (i) in accordance with **Section 9.4** as determined by this **Section 9.10** (including any Combinations, service levels and intervals that may be requested by Requesting Carrier and agreed upon by the Parties pursuant to a Bona Fide Request) and (ii) as required by the Commission (collectively, the **“Ameritech Network Element Performance Benchmarks”**).

.. To determine Ameritech's compliance with the Ameritech Network Element Performance Benchmarks, Ameritech shall maintain records of (i) specific criteria listed on **Schedule 9.10.2**, which criteria are the criteria that Ameritech currently measures to evaluate its provision of unbundled Network Elements and (ii) such additional criteria the Parties agree upon regarding Ameritech's compliance with different performance levels and intervals of such Network Elements (and Combinations thereof) requested by Requesting Carrier and provided by Ameritech pursuant to **Section 9.6** and a Bona Fide Request (each, a **“Network Element Performance Activity”**). Ameritech shall maintain records relating to the access to unbundled Network Elements Ameritech provides to itself, its subsidiaries and Affiliates (the **“Ameritech NE Records”**) and parallel records of the access to unbundled Network Elements Ameritech provides to (x) Requesting Carrier (the **“Requesting Carrier NE Records”**) and (y) other LECs in the aggregate (the **“Other LEC NE Records”**).

The criteria will be revised in accordance with the procedures set forth in the Implementation Plan if Ameritech no longer measures a criterion in assessing its performance in providing Network Elements or begins measuring additional criteria.

.. Ameritech shall provide to Requesting Carrier for each Reporting Period, by the twenty-second (22nd) day of the following month, in a self-reporting format the Ameritech NE Records, the Requesting Carrier NE Records and the Other LEC NE Records so that the Parties can determine Ameritech's compliance with the Ameritech Network Element Performance Benchmarks. If (i) Ameritech fails to comply with an Ameritech Network Element Performance Benchmark with respect to a Network Element Performance Activity for a Reporting Period, (ii) the sample size of the Network Element Performance Activity measured for such Reporting Period is statistically valid and (iii) the amount by which the applicable

Ameritech Network Element Performance Activity deviates from the corresponding Network Element Performance Benchmark is statistically significant, then Ameritech shall have committed a **“Specified Performance Breach”**. Notwithstanding anything to the contrary in this **Section 9.10.3**, the Parties acknowledge that (x) Ameritech shall not be required to provide to Requesting Carrier those Other LEC NE Records that correspond to and measure a level of quality and performance levels and intervals of unbundled Network Elements that are requested by another LEC pursuant to 47 C.F.R. § 51.311(c) and **Section 9.6** and which are superior to that which Ameritech provides to Requesting Carrier hereunder, (y) the Other LEC NE Records shall be provided to Requesting Carrier on an aggregate basis and (z) such Other LEC NE Records shall be provided to Requesting Carrier in a manner that preserves the confidentiality of each other LEC and any of such LEC's proprietary information (including CPNI).

.. In no event shall Ameritech be deemed to have committed a Specified Performance Breach if Ameritech's failure to meet or exceed a Network Element Performance Activity is caused by a Delaying Event. If a Delaying Event (i) prevents Ameritech from performing a certain function or action that affects a Network Element Performance Activity, then such occurrence shall be excluded from the calculation of such Network Element Performance Activity and the determination of Ameritech's compliance with the applicable Ameritech Network Element Performance Benchmark or (ii) only suspends Ameritech's ability to timely perform such Network Element Performance Activity, then the applicable time frame in which Ameritech's compliance with the Ameritech Network Element Performance Benchmark is measured shall be extended on a like-time basis equal to the duration of such Delaying Event.

.. Upon the occurrence of a Specified Performance Breach by Ameritech, Requesting Carrier may forego the dispute escalation procedures set forth in **Section 28.3** and (i) bring an action against Ameritech in an appropriate Federal district court, (ii) file a complaint against Ameritech with the FCC pursuant to Sections 207 or 208 of the Act, (iii) seek a declaratory ruling from the FCC, (iv) file a complaint in accordance with the rules, guidelines and regulations of the Commission or (v) seek other relief under Applicable Law.

.. Requesting Carrier shall also be entitled to any Credit Allowances pursuant to the same terms and conditions that Ameritech offers Credit Allowances to its Customers, including those described on **Schedule 10.9.6**.

.. The Parties' agreement to the procedures set forth in this **Section 9.10** shall not (i) relieve either Party of its obligations to perform any other duties under this Agreement or (ii) constitute a waiver of a right of either Party to claim that the parity requirements of this Agreement and of the Act have or have not been met.

## **ARTICLE**

### **RESALE AT WHOLESALE RATES--SECTION 251(c)(4)**

. **Telecommunications Services Available for Resale at Wholesale Rates.** Commencing on the date on which the Commission approves this Agreement, at the request of Requesting Carrier, Ameritech will make available to Requesting Carrier for resale at wholesale rates those Telecommunications Services that Ameritech provides at retail to subscribers who are not Telecommunications Carriers, as required in Section 251(c)(4) of the Act. Subject to the terms, conditions and limitations set forth in this Agreement, Ameritech will make available to



shall accrue interest as provided in **Section 27.6**. In no event, however, shall interest be assessed on any previously assessed late payment charges.

. **Adjustments.**

.. A Party shall promptly reimburse or credit the other Party for any charges that should not have been billed to the other Party as provided in this Agreement. Such reimbursements shall be set forth in the appropriate section of the invoice.

.. A Party shall bill the other Party for any charges that should have been billed to the other Party as provided in this Agreement, but have not been billed to the other Party ("**Underbilled Charges**"); provided, however, that, except as provided in **Article XXVIII**, the Billing Party shall not bill for Underbilled Charges which were incurred more than one (1) year prior to the date that the Billing Party transmits a bill for any Underbilled Charges. Notwithstanding the foregoing, Requesting Carrier shall not be liable for any Underbilled Charges for which Customer Usage Data was not furnished by Ameritech to Requesting Carrier within ten (10) months of the date such usage was incurred.

. **Interest on Unpaid Amounts.** Except as otherwise provided in **Sections 6.2.5** and **6.2.6**, any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (i) one and one-half percent (1½%) per month or (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the number of days from the Bill Due Date to and including the date that payment is actually made.

**ARTICLE**  
**AUDIT RIGHTS, DISPUTED AMOUNTS**  
**AND DISPUTE RESOLUTION**

. **Audit Rights.**

.. Subject to the restrictions set forth in **Article XX** and except as may be otherwise specifically provided in this Agreement, a Party ("**Auditing Party**") may audit the other Party's ("**Audited Party**") books, records, data and other documents, as provided herein, once each Contract Year for the purpose of evaluating the accuracy of Audited Party's billing and invoicing. The scope of the audit shall be limited to the services provided and purchased by the Parties and the associated charges, books, records, data and other documents relating thereto for the period which is the shorter of (i) the period subsequent to the last day of the period covered by the Audit which was last performed (or if no audit has been performed, the Effective Date) and (ii) the twenty-four (24) month period immediately preceding the date the Audited Party received notice of such requested audit. Such audit shall begin no fewer than thirty (30) days after Audited Party receives a written notice requesting an audit and shall be completed no later than thirty (30) days after the start of such audit. Such audit shall be conducted by an independent auditor acceptable to both Parties. The Parties shall select an auditor by the thirtieth day following Audited Party's receipt of a written audit notice. Auditing Party shall cause the independent auditor to execute a nondisclosure agreement in a form agreed upon by the Parties. Notwithstanding the foregoing, an Auditing Party may audit Audited Party's books, records and documents more than once during any Contract Year if the previous audit found previously uncorrected net variances or errors in invoices in Audited Party's favor with an aggregate value

of at least two percent (2%) of the amounts payable by Auditing Party for audited services provided during the period covered by the audit.

.. Each audit shall be conducted on the premises of Audited Party during normal business hours. Audited Party shall cooperate fully in any such audit, providing the independent auditor reasonable access to any and all appropriate Audited Party employees and books, records and other documents reasonably necessary to assess the accuracy of Audited Party's bills. No Party shall have access to the data of the other Party, but shall rely upon summary results provided by the independent auditor. Audited Party may redact from the books, records and other documents provided to the independent auditor any confidential Audited Party information that reveals the identity of other Customers of Audited Party. Each Party shall maintain reports, records and data relevant to the billing of any services that are the subject matter of this Agreement for a period of not less than twenty-four (24) months after creation thereof, unless a longer period is required by Applicable Law.

.. If any audit confirms any undercharge or overcharge, then Audited Party shall (i) for any overpayment promptly correct any billing error, including making refund of any overpayment by Auditing Party in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results and (ii) for any undercharge caused by the actions of or failure to act by the Audited Party, immediately compensate Auditing Party for such undercharge, in each case with interest at the lesser of (x) one and one-half (1½%) percent per month and (y) the highest rate of interest that may be charged under Applicable Law, compounded daily, for the number of days from the date on which such undercharge or overcharge originated until the date on which such credit is issued or payment is made and available, as the case may be. Notwithstanding the foregoing, Requesting Carrier shall not be liable for any Underbilled Charges for which Customer Usage Data was not furnished by Ameritech to Requesting Carrier within ten (10) months of the date such usage was incurred.

.. Audits shall be at Auditing Party's expense, subject to reimbursement by Audited Party in the event that an audit finds, and the Parties subsequently verify, adjustment in the charges or in any invoice paid or payable by Auditing Party hereunder by an amount that is, on an annualized basis, greater than two percent (2%) of the aggregate charges for the audited services during the period covered by the audit.

.. Any Disputes concerning audit results shall be referred to the Parties' respective responsible personnel for informal resolution. If these individuals cannot resolve the Dispute within thirty (30) days of the referral, either Party may request in writing that an additional audit shall be conducted by an independent auditor acceptable to both Parties, subject to the requirements set out in **Section 28.1.1**. Any additional audit shall be at the requesting Party's expense.

. **Disputed Amounts.**

.. If any portion of an amount due to a Party (the **"Billing Party"**) under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the **"Non-Paying Party"**) shall, prior to the Bill Due Date, give written notice to the Billing Party of the amounts it disputes (**"Disputed Amounts"**) and include in such written notice the specific

details and reasons for disputing each item; provided, however, a failure to provide such notice by that date shall not preclude a Party from subsequently challenging billed charges. The Non-Paying Party shall pay when due all undisputed amounts to the Billing Party. Notwithstanding the foregoing, except as provided in **Section 28.1**, a Party shall be entitled to dispute only those charges for which the Bill Due Date was within the immediately preceding twelve (12) months of the date on which the other Party received notice of such Disputed Amounts.

.. If the Non-Paying Party disputes a charge and does not pay such Disputed Amounts by the Bill Due Date, such Disputed Amounts shall be subject to late payment charges as set forth in **Section 27.4**. If the Non-Paying Party disputes charges and the dispute is resolved in favor of such Non-Paying Party, the Billing Party shall credit the invoice of the Non-Paying Party for the amount of the Disputed Amounts along with any applicable late payment charges assessed no later than the second Bill Due Date after the resolution of the Dispute. Accordingly, if a Non-Paying Party disputes charges and the dispute is resolved in favor of the Billing Party, the Non-Paying Party shall pay the Billing Party the amount of the Disputed Amounts and any associated late payment charges assessed no later than the second Bill Due Date after the resolution of the Dispute. In no event, however, shall any late payment charges be assessed on any previously assessed late payment charges.

.. If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within sixty (60) days after delivery to the Billing Party of notice of the Disputed Amounts, each of the Parties shall appoint a designated representative who has authority to settle the Dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the Dispute and negotiate in good faith in an effort to resolve such Dispute. The specific format for such discussions will be left to the discretion of the designated representatives, however all reasonable requests for relevant information made by one Party to the other Party shall be honored.

.. If the Parties are unable to resolve issues related to the Disputed Amounts within forty-five (45) days after the Parties' appointment of designated representatives pursuant to **Section 28.3**, then either Party may file a complaint with the Commission to resolve such issues or proceed with any other remedy pursuant to law or equity. The Commission or the FCC may direct payment of any or all Disputed Amounts (including any accrued interest) thereon or additional amounts awarded plus applicable late fees, to be paid to either Party.

.. The Parties agree that all negotiations pursuant to this **Section 28.2** shall remain confidential in accordance with **Article XX** and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

. **Dispute Escalation and Resolution.** Except as otherwise provided herein, any dispute, controversy or claim (individually and collectively, a “**Dispute**”) arising under this Agreement shall be resolved in accordance with the procedures set forth in this **Section 28.3**. In the event of a Dispute between the Parties relating to this Agreement and upon the written request of either Party, each of the Parties shall appoint a designated representative who has authority to settle the Dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall

meet as often as they reasonably deem necessary in order to discuss the Dispute and negotiate in good faith in an effort to resolve such Dispute. The specific format for such discussions will be left to the discretion of the designated representatives, however, all reasonable requests for relevant information made by one Party to the other Party shall be honored. If the Parties are unable to resolve issues related to a Dispute within thirty (30) days after the Parties' appointment of designated representatives as set forth above, either party may pursue any available relief or remedy under Applicable Law. Notwithstanding the foregoing, in no event shall the Parties permit the pending of a Dispute to disrupt service to any Requesting Carrier Customer or Ameritech Customer.

. **Equitable Relief.** Notwithstanding the foregoing, this **Article XXVIII** shall not be construed to prevent either Party from seeking and obtaining temporary equitable remedies, including temporary restraining orders, if, in its judgment, such action is necessary to avoid irreparable harm. Despite any such action, the Parties will continue to participate in good faith in the dispute resolution procedures described in this **Article XXVIII**.

## **ARTICLE REGULATORY APPROVAL**

### **. Commission Approval.**

The Parties understand and agree that this Agreement will be filed with the Commission for approval by such Commission pursuant to Section 252 of the Act. Each Party agrees that this Agreement is satisfactory to them as an agreement under Sections 251 and 252 of the Act. Each Party agrees to fully support approval of this Agreement by the Commission under Section 252 of the Act without modification; provided, however, that each Party may exercise its right to judicial review under Section 252(e)(6) of the Act, or any other available remedy at law or equity, with respect to any matter included herein by arbitration under the Act over the objection of such Party. If the Commission, the FCC or any court rejects any portion of this Agreement, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion and related provisions; provided that such rejected portion shall not affect the validity of the remainder of this Agreement. The Parties acknowledge that nothing in this Agreement shall limit a Party's ability, independent of such Party's agreement to support and participate in the approval of this Agreement, to assert public policy issues relating to the Act.

. **Tariffs.** If either Party is required by any governmental authority to file a tariff or make another similar filing to implement any provision of this Agreement (other than a tariff filed by a Party that generally relates to one or more services provided under this Agreement but not specifically to Requesting Carrier or Ameritech) (an “**Ameritech/Requesting Carrier Interconnect Tariff**”), such Party shall (i) consult with the other Party reasonably in advance of such filing about the form and substance of such Ameritech/Requesting Carrier Interconnect Tariff, (ii) provide to such other Party its proposed Ameritech/Requesting Carrier Interconnect Tariff and obtain such other Party's agreement on the form and substance of such Ameritech/Requesting Carrier Interconnect Tariff prior to such filing, and (iii) take all steps reasonably necessary to ensure that such Ameritech/Requesting Carrier Interconnect Tariff or other filing imposes obligations upon such Party that are as close as possible to those provided in this Agreement and preserves for such other Party the full benefit of the rights otherwise

provided in this Agreement. If, subsequent to the effective date of any such Ameritech/Requesting Carrier Interconnect Tariff, a Party is no longer required to file tariffs with the Commission or the FCC, either generally or for specific services, the Parties agree to modify this Agreement to reflect herein the relevant and consistent terms and conditions of such Ameritech/Requesting Carrier Interconnect Tariffs as of the date on which the requirement to file such Ameritech/Requesting Carrier Interconnect Tariffs was lifted. Nothing in this **Section 29.2** shall be construed to grant a Party any right to review any tariff filing of the other Party other than the Ameritech/Requesting Carrier Interconnection Tariff, other than as provided under Applicable Law.

**29.3 Amendment or Other Changes to the Act; Reservation of Rights.** The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the text of the Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date. In the event of any amendment of the Act, or any final and nonappealable legislative, regulatory, judicial order, rule or regulation or other legal action that revises or reverses the Act, the FCC's First Report and Order in CC Docket Nos. 96- 98 and 95-185 or any applicable Commission order or arbitration award purporting to apply the provisions of the Act (individually and collectively, an “**Amendment to the Act**”), either Party may by providing written notice to the other Party require that the affected provisions be renegotiated in good faith and this Agreement be amended accordingly to reflect the pricing, terms and conditions of each such Amendment to the Act relating to any of the provisions in this Agreement. If any such amendment to this Agreement affects any rates or charges of the services provided hereunder, each Party reserves its rights and remedies with respect to the collection of such rates or charges on a retroactive basis; including the right to seek a surcharge before the applicable regulatory authority.

**29.4 Regulatory Changes.** If any final and nonappealable legislative, regulatory, judicial or other legal action (other than an Amendment to the Act, which is provided for in **Section 29.3**) materially affects the ability of a Party to perform any material obligation under this Agreement, a Party may, on thirty (30) days' written notice (delivered not later than thirty (30) days following the date on which such action has become legally binding and has otherwise become final and nonappealable), require that the affected provision(s) be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new provision(s) as may be required; provided that such affected provisions shall not affect the validity of the remainder of this Agreement.

**29.5 Interim Rates.** In the event the initial rates under this Agreement are “proxy rates” or “interim rates” established by the FCC or the Commission, the Parties are to substitute rates later established by the FCC or Commission pursuant to Section 252(d) of the Act under procedures consistent with the Act and any applicable Order of the FCC or Commission.

**29.6 Additional Right to Modification.** The Parties acknowledge and agree that this Agreement contains provisions substantially similar to those in that certain Interconnection Agreement by and between Ameritech Illinois and AT&T Communications of Illinois, Inc., which was approved by the Commission on January 8, 1997. To the extent that any provisions in the AT&T Interconnection Agreement are modified as a result of any order or finding by the FCC, the Commission or a court of competent jurisdiction, either Party shall have the right to modify the corresponding provisions in this Agreement consistent with such order or finding.

## SCHEDULE 9.2.1

### LOCAL LOOPS

Subject to **Section 1.1** of **Schedule 9.5**, Ameritech shall allow Requesting Carrier to access the following Loop types (in addition to those Loops available under applicable tariffs) unbundled from local switching and local transport.

**“2-Wire Analog Voice Grade Loop” or “Analog 2W,”** which supports analog transmission of 300-3000 Hz, repeat loop start, loop reverse battery, or ground start seizure and disconnect in one direction (toward the End Office Switch), and repeat ringing in the other direction (toward the Customer) and terminates in a 2-Wire interface at both the central office MDF and the customer premises. Analog 2W includes Loops sufficient for the provision of PBX trunks, pay telephone lines and electronic key system lines. Analog 2W will be provided in accordance with the specifications, interfaces, and parameters described in Technical Reference AM-TR-TMO-000122, Ameritech Unbundled Analog Loops.

**“4-Wire Analog Voice Grade Loop” or “Analog 4W,”** which supports transmission of voice grade signals using separate transmit and receive paths and terminates in a 4-wire electrical interface at both ends. Analog 4W will be provided in accordance with the specifications, interfaces, and parameters described in Technical Reference AM-TR-TMO-000122, Ameritech Unbundled Analog Loops.

**“2-Wire ISDN 160 Kbps Digital Loop” or “BRI-ISDN”** which supports digital transmission of two 64 kbps bearer channels and one 16 kbps data channel (2B+D). BRI-ISDN is a 2B+D Basic Rate Interface-Integrated Services Digital Network (BRI-ISDN) Loop which will meet national ISDN standards and conform to Technical Reference AM-TR-TMO-000123, Ameritech Unbundled Digital Loops (including ISDN).

**“2-Wire ADSL-Compatible Loop” or “ADSL 2W”** is a transmission path which facilitates the transmission of up to a 6 Mbps digital signal downstream (toward the Customer) and up to a 640 kbps digital signal upstream (away from the Customer) while simultaneously carrying an analog voice signal. An ADSL-2W is provided over a 2-Wire, non-loaded twisted copper pair provisioned using revised resistance design guidelines and meeting ANSI Standard T1.413-1995 and AM TR--TMO-000123. An ADSL-2W terminates in a 2-wire electrical interface at the Customer premises and at the Ameritech Central Office frame. ADSL technology can only be deployed over Loops which extend less than 18 Kft. from Ameritech's Central Office. ADSL compatible Loops are available only where existing copper facilities can meet the ANSI T1.413-1995 specifications.

**“2-Wire HDSL-Compatible Loop” or “HDSL 2W”** is a transmission path which facilitates the transmission of a 768 kbps digital signal over a 2-Wire, non-loaded twisted copper pair meeting the specifications in ANSI T1E1 Committee Technical Report Number 28. HDSL compatible Loops are available only where existing copper facilities can meet the T1E1 Technical Report Number 28 and AM- TR-TMO-000123 specifications.

**“4-Wire HDSL-Compatible Loop” or “HDSL 4W”** is a transmission path which facilitates the transmission of a 1.544 Mbps digital signal over two 2-Wire, non-loaded twisted copper pairs meeting the specifications in ANSI T1E1 Committee Technical Report Number 28 and AM TR-TMO-000123. HDSL compatible Loops are available only where existing copper facilities can meet the T1E1 Technical Report Number 28 specifications.

**“4-Wire 64 Kbps Digital Loop” or “4-Wire 64 Digital”** is a transmission path which supports transmission of digital signals of up to a maximum binary information rate of 64 Kbps and terminates in a 4-Wire electrical interface at both the Customer premises and on the MDF in Ameritech's Central Office. 4-Wire 64 Digital will be provided in accordance with the specifications, interfaces and parameters described in AM-TR-TMO-000123.

**“4-Wire 1.544 Mbps Digital Loop” or “1.544 Mbps Digital”** is a transmission path which supports transmission of digital signals of up to a maximum binary information rate of 1.544 Mbps and terminates in a 4-Wire electrical interface at the Customer premises and on the DSX frame in Ameritech's Central Office. 1.544 Mbps Digital will be provided in accordance with the specifications, interfaces and parameters described in AM-TR-TMO-00023.

## **SCHEDULE 9.2.2**

### **UNBUNDLED ACCESS TO NETWORK INTERFACE DEVICES**

Ameritech's Network Interface Device (“**NID**”) is a Network Element that utilizes a cross-connect device to connect loop facilities to inside wiring.

Ameritech will permit Requesting Carrier to connect Requesting Carrier's loop to the inside wiring of the Customer's premises through Ameritech's NID, where necessary. Requesting Carrier must establish the connection to Ameritech's NID through an adjoining NID which serves as the network interface or demarcation for Requesting Carrier's loop.

Maintenance and control of premises (inside wiring) is under the control of the Customer. Any conflicts between service providers for access to the Customer's inside wire must be resolved by the Customer.



## **SCHEDULE 9.2.3**

### **SWITCHING CAPABILITY**

**1.0 Local Switching.** The local switching capability of a Network Element is defined as:

- (1) line-side facilities, which include the connection between a Loop termination at the Main Distribution Frame and a switch line card;
- (2) trunk-side facilities, which include the connection between trunk termination at a trunk-side cross-connect panel and a switch trunk card; and
- (3) all features, functions, and capabilities of the switch available from the specific port type (line side or trunk side port), which include:
  - (a) the basic switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks, as well as the same basic capabilities made available to Ameritech's Customers, such as a telephone number, white page listing, and dial tone;
  - (b) access to operator services, directory assistance and 9-1-1; and
  - (c) all other features that the switch provides, including custom calling, CLASS features and Centrex, as well as any technically feasible customized routing functions available from such switch.

When local switching is provided by Ameritech, Requesting Carrier will receive Customer Usage Data and billing information in accordance with the requirements of **Section 10.16**.

**2.0 Tandem Switching.**

2.1 The Tandem Switching Capability Network Element is defined as:

- (1) an unbundled Network Element in Ameritech's Class 4 non-TOPS digital Tandem Switches, which includes Interconnection with the trunk at the Tandem Distribution Frame (“**TDF**”) and the Tandem Switch trunk ports;
- (2) the basic switching function of creating a temporary transmission path that connects Requesting Carrier's trunks to the trunks of Ameritech, IXC's, ICO's, CMRS, and other LEC's interconnected to the Tandem Switch.

2.2 Interconnecting trunk types which can be switched include FGB, FGC, FGD and Type II. Signaling support includes Rotary, MF, and SS7 and any signaling conversions between these signaling formats.

2.3 Variations in Tandem Switching equipment used to provide service in specific locations may cause differences in the operation of certain features.

2.4 The unbundled Tandem Switching Network Element will provide to Requesting Carrier all available basic Tandem Switching functions and basic capabilities that are centralized in the Tandem Switch (and not in End Office Switches), including the following functions Ameritech makes available to its Customers:

1. Routing of calls from an inbound trunk to an outbound trunk based on destination digits.
2. Routing of Equal Access or Operator Service calls from an inbound trunk to an outbound trunk based on the CIC forwarded by the inbound trunk.

2.5 Translations, screening, blocking, and route indexing are provided if technically feasible under the standard switching translations and screening in use in that switch. A request for translations, screening, blocking, route indexing other than what is available (i.e., features that the switch is capable of providing) in that switch will be provided where technically feasible as a Bona Fide Request. Ameritech will provide these features if technically feasible and upon agreement by Requesting Carrier to pay the applicable recurring and nonrecurring costs of developing, installing, providing and maintaining the capability. Variations in the Tandem Switching equipment or translation and screening used to provide service in specific locations may cause differences in the operation of the element.

## SCHEDULE 9.2.4

### INTEROFFICE TRANSMISSION FACILITIES

Interoffice Transmission Facilities are Ameritech transmission facilities dedicated to a particular Customer or carrier, or shared by more than one Customer or carrier, used to provide Telecommunications Services between Wire Centers owned by Ameritech or Requesting Carrier, or between Switches owned by Ameritech or Requesting Carrier.

. Ameritech provides several varieties of unbundled transport facilities:

.. Unbundled dedicated interoffice transport facility (“**Dedicated Transport**”) is a dedicated facility connecting two Ameritech Central Offices buildings via Ameritech transmission equipment. In each Central Office building, Requesting Carrier will Cross-Connect this facility to its own transmission equipment (physically or virtually) Collocated in each Wire Center, or to other unbundled Network Elements provided by Ameritech to the extent the requested combination is technically feasible and is consistent with other standards established by the FCC for the combination of unbundled Network Elements. All applicable digital Cross-Connect, multiplexing, and Collocation space charges apply at an additional cost.

.. “Unbundled dedicated entrance facility” is a dedicated facility connecting Ameritech's transmission equipment in an Ameritech Central Office with Requesting Carrier's transmission equipment in Requesting Carrier's Wire Center for the purposes of providing Telecommunications Services.

.. Shared transport transmission facilities (“**Shared Transport**”) are a billing arrangement where two (2) or more carriers share the features, functions and capabilities of transmission facilities between the same types of locations as described for dedicated transport in **Sections 1.1** and **1.2** preceding and share the costs.

. Ameritech shall offer Interoffice Transmission Facilities in each of the following ways:

.. As a dedicated transmission path (e.g., DS1, DS3, OC3, OC12 and OC48) dedicated to Requesting Carrier.

.. As a shared transmission path as described in **Section 1.3** above.

. Where Dedicated Transport or Shared Transport is provided, it shall include (as appropriate):

.. The transmission path at the requested speed or bit rate.

.. The following optional features are available; if requested by Requesting Carrier, at additional cost:

... Clear Channel Capability per 1.544 Mbps (DS1) bit stream.

... Ameritech provided Central Office multiplexing:

(a) DS3 to DS1 multiplexing; and

(b) DS1 to Voice/Base Rate/128, 256, 384 Kpbs Transport multiplexing.

.. If requested by Requesting Carrier, the following are available at an additional cost:

... 1+1 Protection for OC3, OC12 and OC48.

... 1+1 Protection with Cable Survivability for OC3, OC12 and OC48.

... 1+1 Protection with Route Survivability for OC3, OC12 and OC48.

#### . Technical Requirements.

This Section sets forth technical requirements for all Interoffice Transmission Facilities:

.. When Ameritech provides Dedicated Transport as a circuit, the entire designated transmission facility (e.g., DS1, DS3, and where available, STS-1) shall be dedicated to Requesting Carrier designated traffic.

.. Ameritech shall offer Dedicated Transport in all then currently available technologies including DS1 and DS3 transport systems, SONET Bi-directional Line Switched Rings, SONET Unidirectional Path Switched Rings, and SONET point-to-point transport systems (including linear add-drop systems), at all available transmission bit rates, except subrate services, where available.

.. For DS1 facilities, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office “CI to CO” connections in the applicable technical references set forth under Dedicated and Shared Transport in the Technical Reference Schedule.

.. For DS3 and, where available, STS-1 facilities and higher rate facilities, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office “CI to CO” connections in the applicable technical references set forth under Dedicated and Shared Transport in the Technical Reference Schedule.

.. When requested by Requesting Carrier, Dedicated Transport shall provide physical diversity. Physical diversity means that two circuits are provisioned in such a way that no single failure of facilities or equipment will cause a failure on both circuits.

.. When physical diversity is requested by Requesting Carrier, Ameritech shall provide the maximum feasible physical separation between intra-office and inter-office transmission paths (unless otherwise agreed by Requesting Carrier).

.. Any request by Requesting Carrier for diversity shall be subject to additional charges.

.. Upon Requesting Carrier's request and its payment of any additional charges, Ameritech shall provide immediate and continuous remote access to performance monitoring and alarm data affecting, or potentially affecting, Requesting Carrier's traffic.

.. Ameritech shall offer the following interface transmission rates for Dedicated Transport:

... DS1 (Extended SuperFrame - ESF, D4, and unframed applications (if used by Ameritech));

... DS3 (C-bit Parity and M13 and unframed applications (if used by Ameritech) shall be provided);

... SONET standard interface rates in accordance with the applicable ANSI technical references set forth under Dedicated and Shared Transport in the Technical Reference Schedule. In particular, where STS-1 is available, VT1.5 based STS-1s will be the interface at an Requesting Carrier service node.

.. Upon Requesting Carrier's request, Ameritech shall provide Requesting Carrier with electronic provisioning control of an Requesting Carrier specified Dedicated Transport through Ameritech Network Reconfiguration Service (ANRS) on the rates, terms and conditions in F.C.C. Tariff No. 2.

.. Ameritech shall permit, at applicable rates, Requesting Carrier to obtain the functionality provided by DCS together with and separate from dedicated transport in the same manner that Ameritech offers such capabilities to IXC's that purchase transport services. If Requesting Carrier requests additional functionality, such request shall be made through the Bona Fide Request process.

## **SCHEDULE 9.2.5**

### **SIGNALING NETWORKS AND CALL-RELATED DATABASES**

#### **1.0 Signaling Transfer Points.**

A Signaling Transfer Point (STP) is a signaling network function that includes all of the capabilities provided by the signaling transfer point switches (STPSs) and their associated signaling links which enable the exchange of SS7 messages among and between switching elements, database elements and signaling transfer point switches.

#### **1.1. Technical Requirements.**

1.1.1. STPs shall provide access to all other Network Elements connected to Ameritech SS7 network. These include:

- 1.1.1.1. Ameritech Local Switching or Tandem Switching;
- 1.1.1.2. Ameritech Service Control Points/Databases;
- 1.1.1.3. Third-party local or tandem switching systems; and
- 1.1.1.4. Third-party-provided STPSs.

1.1.2. The connectivity provided by STPs shall fully support the functions of all other Network Elements connected to the Ameritech SS7 network. This explicitly includes the use of the Ameritech SS7 network to convey messages which neither originate nor terminate at a Signaling End Point directly connected to the Ameritech SS7 network (i.e., transient messages). When the Ameritech SS7 network is used to convey transient messages, there shall be no alteration of the Integrated Services Digital Network User Part (ISDNUP) or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message.

1.1.3. If an Ameritech Tandem Switch routes calling traffic, based on dialed or translated digits, on SS7 trunks between an Requesting Carrier local switch and third party local switch, the Ameritech SS7 network shall convey the TCAP messages that are necessary to provide Call Management features (Automatic Callback, Automatic Recall, and Screening List Editing) between the Requesting Carrier local STPSs and the STPSs that provide connectivity with the third party local switch, even if the third party local switch is not directly connected to the Ameritech STPSs, based on the routing instruction provided in each message.

1.1.4. STPs shall provide all functions of the MTP as specified in ANSI T1.111. This includes:

- 1.1.4.1. Signaling Data Link functions, as specified in ANSI T1.111.2;
- 1.1.4.2. Signaling Link functions, as specified in ANSI T1.111.3; and
- 1.1.4.3. Signaling Network Management functions, as specified in ANSI T1.111.4.

1.1.5. STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as specified in ANSI T1.112. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4. In cases where the destination signaling point is an Ameritech local or tandem switching system or database, or is an Requesting Carrier or third party local or tandem switching system directly connected to the Ameritech SS7 network, STPs shall perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, STPs shall perform intermediate GTT of messages to a gateway pair of STPs in an SS7 network connected with the Ameritech SS7 network, and shall not perform SCCP Subsystem Management of the destination.

1.1.6. STPs shall also provide the capability to route SCCP messages based on ISNI, as specified in ANSI T1.118, when this capability becomes available on Ameritech STPs.

1.1.7. STPs shall provide all functions of the OMAP commonly provided by STPs. This includes:

- 1.1.7.1. MTP Routing Verification Test (MRVT); and
- 1.1.7.2. SCCP Routing Verification Test (SRVT).

1.1.8. In cases where the destination signaling point is an Ameritech local or tandem switching system or database, or is an Requesting Carrier or third party local or tandem switching system directly connected to the Ameritech SS7 network, STPs shall perform MRVT and SRVT to the destination signaling point. In all other cases, STPs shall perform MRVT and SRVT to a gateway pair of STPs in an SS7 network connected with the Ameritech SS7 network. This requirement shall be superseded by the specifications for Internetwork MRVT and SRVT if and when these become approved ANSI standards and available capabilities of Ameritech STPs.

1.1.9. STPs shall be equal to or better than the following performance requirements:

- 1.1.9.1. MTP Performance, as specified in ANSI T1.111.6; and
- 1.1.9.2. SCCP Performance, as specified in ANSI T1.112.5.

## **1.2. Signaling Link Transport.**

1.2.1. Definition. Signaling Link Transport is a set of two (2) or four (4) dedicated 56 Kbps transmission paths between Requesting Carrier-designated Signaling Points of Interconnection (SPOI) that provides appropriate physical diversity.

## Technical Requirements.

1.2.2. Signaling Link Transport shall consist of full duplex mode 56 Kbps transmission paths.

1.2.3. Of the various options available, Signaling Link Transport shall perform in the following two (2) ways:

- a) As an “A-link” which is a connection between a switch or SCP and a Signaling Transfer Point Switch (STPS) pair; and
- b) As a “D-link” which is a connection between two (2) STP mated pairs in different company networks (e.g., between two (2) STPS pairs for two Competitive Local Exchange Carriers (CLECs)).

1.2.4. Signaling Link Transport shall consist of two (2) or more signaling link layers as follows:

- a) An A-link layer shall consist of two (2) links.
- b) A D-link layer shall consist of four (4) links.

1.2.5. A signaling link layer shall satisfy a performance objective such that:

- a) There shall be no more than two (2) minutes down time per year for an A-link layer; and
- b) There shall be negligible (less than two (2) seconds) down time per year for a D- link layer.

1.2.6. A signaling link layer shall satisfy interoffice and intraoffice diversity of facilities and equipment, such that:

- a) No single failure of facilities or equipment causes the failure of both links in an A-link layer (i.e., the links should be provided on a minimum of two (2) separate physical paths end-to-end); and
- b) No two (2) concurrent failures of facilities or equipment shall cause the failure of all four (4) links in a D-link layer (i.e., the links should be provided on a minimum of three (3) separate physical paths end-to-end).

1.2.7. Interface Requirements. There shall be a DS1 (1.544 Mbps) interface at the Requesting Carrier-designated SPOI. Each 56 Kbps transmission path shall appear as a DS0 channel within the DS1 interface.

### **2.1. Toll Free Database Services.**



2.1.1. Call Routing Service. The Call Routing Service provides for the identification of the carrier to whom a call is to be routed when a toll-free (1+800-NXX-XXXX or 1+888-NXX-XXXX) call is originated by Customer. This function uses the dialed digits to identify the appropriate carrier and is done by screening the full ten digits of the dialed number. The Call Routing Service may be provided in conjunction with a Customer's InterLATA or IntraLATA Switched Exchange Access Service.

When 800 Call-Routing service is provided, an originating call is suspended at the first switching office equipped with a Service Switching Point (SSP) component of the SSC/SS7 Network. The SSP launches a query over signaling links (A-links) to the Signal Transfer Point (STP), and from there to the SCP. The SCP returns a message containing the identification of the carrier to whom the call should be routed and the call is processed.

2.1.2. Routing Options. In addition to the toll-free service offerings, new routing options are offered. These options are purchased by toll-free service providers to allow their clients to define complex routing requirements on their toll-free service. Toll-free routing options allow the service provider's Customer to route its toll-free calls to alternate carriers and/or destinations based on time of day, day of week, specific dates or other criteria. These routing options are in addition to the basic toll-free call routing requirements which would include the toll-free number, the intraLATA carrier, the interLATA carrier and the Area of Service (AOS).

2.1.3. Carrier Identification. Requesting Carrier may choose the 800 Carrier Identification service to obtain toll-free number screening. With this service, Requesting Carrier will launch a query to the Ameritech database using its own Service Switching Points (SSPs) network. In contrast to the Call Routing Service described in **Section 2.1.1** above, with the 800 Carrier Identification service, no routing is performed.

Requesting Carrier's SS7 network is used to transport the query from its End Office to the Ameritech SCP. Once Requesting Carrier's identification is provided, Requesting Carrier may use the information to route the toll-free traffic over its network. In these cases, Ameritech Switched Access services are not used to deliver a call to Requesting Carrier. The toll-free carrier ID data may not be stored for Requesting Carrier's future use.

2.1.4. Number Administration. Requesting Carrier, at its option, may elect to use Ameritech's toll-free Service which includes toll-free Number Administration Service (NAS). With this service, Ameritech will perform the Responsible Organization service, which involves interacting with the national Service Management System (SMS/800), on behalf of the Customer. Responsible Organization services include activating, deactivating and maintaining 800/888 number records as well as trouble referral and clearance. If Requesting Carrier does not select NAS, Requesting Carrier will perform the Responsible Organization service.

## **2.2. LIDB Database Service.**

2.2.1. The Line Information Database (LIDB) Query Response Service is a validation database system. It enables Requesting Carrier to offer alternately billed services to its Customers. The database provides an efficient way to validate calling cards and toll billing exception (TBE) (i.e.,

restricts a collect or third-party billed call). Toll fraud protection and reduced call set up expenses are among the benefits of the service.

2.2.2. Billing information records include the Customer name, phone number security personal identification numbers and third-party acceptance indications. Prior to call completion, a query is launched to the LIDB to determine the validity of the requested billing method. The call is then completed or denied based on the LIDB's response.

### **2.3. CNDS Database Service.**

2.3.1 Caller ID identifies a calling party's telephone number through a switch-based feature installed in Ameritech's Central Office. CNDS is a CCIS/SS7 network based feature that accesses a CNDS database within the LIDB to provide a name associated with the calling party's telephone number. This service is provided using TR1188 protocol.

2.3.2 A Customer who subscribes to Caller ID with Name will see the listed name associated with the calling party's telephone line displayed on his/her Caller ID display unit. The telephone number associated with the telephone line of the calling party will also be displayed.

2.3.3 Ameritech shall charge Requesting Carrier for the CNDS Database Service in a similar manner to that which Ameritech charges Requesting Carrier for the LIDB Database Service, including a per query charge.

### **2.4 Local Number Portability.**

2.4.1 Ameritech's provision of LNP will utilize LRN switch software based on requirements developed by the workshop participants and concurred in by the Commission. These requirements are fully compliant with the principles adopted by the FCC in its First Report and Order, CC Docket No. 95-116 (the "Number Portability Order"). The detailed description and technical specifications for the planned LRN implementation can be found in various documents produced by the FCC Local Number Portability workshop.

2.4.2 Ameritech is fully prepared to provide LNP database access to Requesting Carrier. However, in adopting its Number Portability Order, the FCC referred certain technical and other issues to the North American Numbering Council (NANC) and issued a further notice addressing the recovery of costs associated with LNP implementation. Until these activities are concluded, Ameritech cannot finalize product descriptions and rates for access to its LNP database. Nonetheless, Ameritech is willing to begin discussions with Requesting Carrier to discuss Requesting Carrier's access to Ameritech's LNP databases in lieu of constructing Requesting Carrier's own.

### **2.5. Unbundled AIN Application Process.**

2.5.1. The AIN architecture establishes a network infrastructure in which subscriber services can be defined and implemented independent from End-Office Switches. This is accomplished

by a combination of SS7 signaling, interfaces between Network Elements and call-state models through which AIN Network Elements interact.

2.5.2. Ameritech's Unbundled AIN (Advanced Intelligent Network) Applications Access service will be provided on a nondiscriminatory basis and enable Requesting Carrier (whether it purchases unbundled switching capabilities from Ameritech or owns its own SSP (Service Switching Point)) to offer its Customers AIN services. Ameritech will make available existing AIN retail applications, as well as newly created services that Requesting Carrier creates via the Ameritech AIN Service Creation Environment (SCE) Access service. Unbundled AIN Applications Access provides for the AIN functionality necessary for the day to day ongoing call processing associated with a specific AIN applications execution. This includes the SS7 transport and SCP processing of the query associated with the specific service.

2.5.3. Associated with the AIN SCP is a Service Creation Environment (SCE) and a Service Management System (SMS). Ameritech offers access to the Ameritech SMS and SCE capabilities via two (2) AIN offerings: AIN Service Creation Environment Access Service and AIN Service Management System Access Service.

2.5.4. Carriers will share the common AIN infrastructure components provided by Ameritech, such as a Service Control Point (SCP), a Signaling Transfer Point (STP), Service Management System (SMS), and, if Requesting Carrier purchases Unbundled Switching from Ameritech, the AIN Service Switching Point (SSP). Requesting Carrier shall be responsible for assuring the compatibility of its AIN SSP software generics with the Ameritech AIN Applications and SCP software releases. Interconnection of the Requesting Carrier SSP with the Ameritech SS7 network is required, and can be accomplished in a number of ways.

2.5.5. Activation of the desired application at the Ameritech SCP requires subscription by both the ordering carrier Requesting Carrier and the end-user. In general, AIN operations require close cooperation between Ameritech and the requesting Carrier.

2.5.6. The SSP and SCP vendors provide logical capabilities which Ameritech uses to create each AIN service. The SSP and SCP vendors have no knowledge of the specific AIN Applications that Ameritech has created. Ameritech's AIN deployment is based on AIN 0.1.

### **3.1. AIN Service Creation Environment Access Service.**

Access to Ameritech's AIN service creation functionality will be provided in a nondiscriminatory manner to Requesting Carrier to enable it to create new AIN services on Ameritech's network. If Requesting Carrier has a new AIN service concept, it can utilize all or some of the features below to obtain a fully functional AIN service. Ameritech will furnish Requesting Carrier with a list of AIN Applications and the switches on which such applications are available, including the software version of AIN on such switch type. The following is a list of AIN service creation functions available via this service offering:

3.1.1. Service Concept Description: The description of service idea should detail requirements such as: dialing patterns, information exchange, announcements, voice prompts, expected

service management screens and reports, and CPE requirements. The AIN service creation functions made available to Requesting Carrier must be the same ones Ameritech uses, subject to any third party restrictions Ameritech may be subject to.

3.1.2. Creation of Technical Specification: Translation of a new service description into a technical specification including engineering requirements for Ameritech's network. The technical specification must detail how the service interacts in the network, translated in network terms, should include any expected/anticipated feature interaction discrepancies, and will include the process flows on how the service traverses the network.

3.1.3. Service Logic Design: The development of service design from SCP perspective to include Algorithms, Data Structures and Flow Diagrams.

3.1.4. Service Logic Coding: Development of machine logic in the SCE to include tables, SIBBs, and other elements as necessary.

3.1.5. Service Logic Testing: Service logic testing isolated within the to SCE to ensure accuracy of compilation and code development and compliance with Ameritech's AIN environment.

3.1.6. SMS Interface Requirements: Development of Requesting Carrier SMS interface access including screens, flow-through interface and reports. This is required to allow Requesting Carrier to activate, update, modify, and administer Customer data associated with the new service.

3.1.7. Platform Access Logic Configuration: Service specific updates to global infrastructure required to enable new service. Includes modification of the access logic to enable a new service.

3.1.8. Service Integration Testing (SIL): Intensive laboratory testing of service in conjunction with all Ameritech Switch types and or provider switch types and generics (as necessary) to minimize potential feature interaction conflicts and negative network reactions. Resources must be made available to Requesting Carrier on a nondiscriminatory basis.

3.1.9. Network Implementation: Conditioning of the SMS, SCP, SSP, or STP to accept service including network translations, signaling connectivity, dialing plans, and coordination of provisioning process.

3.1.10. Field Testing: Comprehensive controlled testing in a live switch environment, possibly at Requesting Carrier's SSP location.

### **3.2. AIN Service Management System Access Service.**

3.2.1. Access to Ameritech's AIN service management system functionality will be provided in a nondiscriminatory manner to Requesting Carrier to enable it to manage AIN services located wholly within Ameritech's network (SCP & SSP) or to manage AIN services where the service logic is located within Ameritech's SCP and the Customer is served from Requesting Carrier's AIN-compatible SSP. Upon request of Requesting Carrier, Ameritech shall provide Requesting Carrier the

unbundled AIN Applications Access service product description and a list of existing Ameritech AIN applications.

3.2.2. The Service Management System (SMS) is the administration system for the service logic and data in the Advanced Intelligent Network (AIN) Service Control Point (SCP). The SMS contains the master copy of service level, subscriber level and subscription level data. The SMS also contains a copy of the service logic.

Logical access to the SMS will be managed by a set of programs designed by Ameritech. These programs provide security for the data that resides on the AIN platforms by allowing user access to only specific data that is appropriate to the customer or carrier. Whether explicitly stated in this document or not, all access to the SMS is managed through these programs. The only exceptions to managed access to SMS functionality are for the Ameritech Network Services organizations that administer the AIN platforms. They require direct access in order to appropriately administer the platforms.

Mediated access to SMS functionality will be provided through interface programs that will be developed for specific services. Requesting Carrier will have access to all of the data that the service requires in order to administer that service for its Customers. This includes service level, subscriber level, and subscription level data as well as any reports and measurement data that is mutually agreed upon by Ameritech and Requesting Carrier.

3.2.3. Service Logic. The SMS receives a copy of the service logic and service management logic from the Service Creation Environment (SCE) system. After population of specific network level and service level data, the SMS downloads a view of the service logic to the designated SCPs. The service management logic remains in the SMS to complement SMS utilities in the monitoring and administration of a specific service.

It is required that all of the Service Creation unit testing, System Integration Lab (SIL) testing and Network Deployment Testing has been completed.

It may be necessary for Requesting Carrier to negotiate timing and supply service specific data before that service can be deployed in the appropriate SCPs. Ameritech, however, is totally responsible for service logic deployment and initial SCP memory load in its network. Requesting Carrier will receive timing and supply of service specific data in a nondiscriminatory manner.

3.2.4. Service Administration. Service administration involves the management of service level data which the service logic requires for its execution. SMS supports the management of service specific common data. Any changes to the data representation of the Ameritech network, which impact one or more carrier services will be administered by Ameritech. Other Requesting Carrier specific or service specific data changes will be identified and administered by Requesting Carrier.

## SCHEDULE 9.2.6

### OPERATIONS SUPPORT SYSTEMS FUNCTIONS

**1.0 Pre-Ordering, Ordering and Provisioning.** Ameritech will use the interface described in Section 10.13.2(a) for the transfer and receipt of data necessary to perform the pre-ordering, ordering, and provisioning functions (e.g., order entry, telephone number and due date selection). However, the Access Services Request (ASR) interface will be used for the transfer of information concerning the Network Elements and Combinations which Requesting Carrier intends to order in a specific Wire Center (“**Footprint**” or “**Trunk Side Information**”).

**2.0 Maintenance and Repair.** Ameritech will use the interface described in Section 10.13.3(a) for the transfer and receipt of data necessary to perform the maintenance and repair functions e.g., trouble receipt and trouble status).

**3.0 Billing.** Ameritech will provide appropriate usage data to Requesting Carrier to facilitate Customer billing with attendant acknowledgments and status reports and exchange information to process claims and adjustments.

## **SCHEDULE 9.2.7**

### **OPERATOR SERVICES AND DIRECTORY SERVICES**

**1.0 Operator Services.** Operator Services consist of the following services.

1.1 Manual Call Assistance - manual call processing with operator involvement for the following:

(a) Calling card - the Customer dials 0+ or 0- and provides operator with calling card number for billing purposes.

(b) Collect - the Customer dials 0+ or 0- and asks the operator to bill the call to the called number, provided such billing is accepted by the called number.

(c) Third number billed - the Customer dials 0+ or 0- and asks the operator to bill the call to a different number than the calling or called number.

(d) Operator assistance - providing local and intraLATA operator assistance for the purposes of:

(1) assisting Customers requesting help in completing calls or requesting information on how to place calls;

(2) handling emergency calls;

(3) handling credits and coin telephone local refund requests; and

(4) handling person-to-person calls.

(e) Operator Transfer Service (“**OTS**”) - calls in which the Customer dials “0”, is connected to an Ameritech operator and then requests call routing to an IXC subscribing to OTS. The operator will key the IXC’s digit carrier identification code to route the Customer to the requested IXC’s point of termination.

(f) BLV - Service in which operator verifies a busy condition on a line.

(g) BLVI - service in which operator, after verifying a busy line, interrupts the call in progress.

1.2 Automated Call Assistance - mechanized call processing without operator involvement for the following:

(a) Automated calling card service (“**ACCS**”) - the Customer dials 0 and a telephone number, and responds to prompts to complete the billing information.

(b) Automated Alternate Billing Service (“AABS”) -

- (1) the Customer dials 0 and a telephone number and responds to prompts to process the call and complete the billing information (Customer branding not currently available).
- (2) ACCS calculates charges, relates the charge to the Customer, and monitors coins deposited before connecting the 1 + intraLATA or interLATA call.

1.3 Line Information Database (“LIDB”) Validation - mechanized queries to a LIDB for billing validation.

1.4 Database Access - To the extent technically feasible, Ameritech will provide access to databases used in the provisioning of Operator Services via Requesting Carrier's Bona Fide Request.

**3.0 Directory Assistance.** Directory Assistance (“DA”) service shall consist of the following services.

2.1 Directory Assistance - those calls in which the Customer dial digits designated by Requesting Carrier to obtain Directory Assistance for local numbers located within his/her NPA. Two listings will be provided per call.

2.2 Branding - the ability to put messages on the front end of a DA call that is directly trunked into Ameritech's DA switch.

2.3 Information Call Completion - provides a Customer who has accessed the DA service and has received a number from the Audio Response Unit (“ARU”) the option of having an intraLATA call completed by pressing a specific digit on a touch tone telephone. Information Call Completion is only available to Requesting Carrier if it direct trunks its DA calls to Ameritech.

2.4 Upon request, and through a technically feasible arrangement, Ameritech will provide access to databases used in the provisioning of DA via Requesting Carrier's Bona Fide Request at rates that recover Ameritech's costs of developing, providing and maintaining the service. Such unbundled access to the DA database shall be for the purpose of having Requesting Carrier's Telephone Exchange Service DA listing in the area placed into Ameritech's DA database, or to enable Requesting Carrier to read DA listing in the database so that Requesting Carrier can provide its own DA service.

**3.0 Rate Application.** Ameritech shall bill Requesting Carrier the applicable rates on a monthly basis, in accordance with the following methodology:

3.1 Manual Call Assistance - operator call occurrences multiplied by the per call rate. Total call occurrences shall include all processed calls, whether or not they are completed.



3.2 Automated Call Assistance (ACCS and AABS) - call occurrences multiplied by the per call occurrence rate. Total call occurrences shall include all processed calls, whether or not they are completed.

3.3 LIDB Validation - validation occurrences multiplied by the LIDB validation per occurrence rate. Total validation occurrences shall include all validations, whether or not the call is completed. Ameritech will accumulate operator occurrences, automated occurrences, and LIDB validation occurrences via its Operator Services Call Analysis System (“**OSCAS**”). OSCAS utilizes TOPS AMA recordings to produce monthly summaries of mechanized and manual call occurrences.

3.4 BLV - operator call occurrences multiplied by the per call rate. Total call occurrences shall include all processed calls whether or not they are completed.

3.5 BLVI - operator call occurrences multiplied by the per call rate. Total call occurrences shall include all processed calls whether or not they are completed.

3.6 Lost Records. If Ameritech is responsible for lost, destroyed, or mutilated TOPS AMA recordings, Ameritech will not bill Requesting Carrier for those calls for which there are no records. Likewise, Ameritech shall not be held responsible by Requesting Carrier for lost revenue. However, if within ninety (90) days, actual data should become available, Ameritech will bill Requesting Carrier for those calls using actual data.

## **SCHEDULE 9.3.4**

### **COMBINATIONS**

1. Unbundled Element Platform with Operator Services and Directory Assistance.

Unbundled Loop  
Local Switching  
Operator Services and Directory Assistance  
Shared Transport  
Dedicated Transport  
STPs  
Signaling Link Transport  
Service Control Points (SCPs)/Databases  
Tandem Switching

2. Loop Combination

Unbundled Loop  
Network Interface Device

3. Switching Combination #1

Shared Transport  
Dedicated Transport  
STPs  
Signaling Link Transport  
Service Control Points (SCPs)/Databases  
Tandem Switching

The price for each Combination shall include the applicable charges (including any applicable usage charges) for each unbundled Network Element provided as part of each Combination.

## **SCHEDULE 9.3.5**

### **COMBINATIONS AVAILABLE THROUGH BONA FIDE REQUEST**

1. Loop/Network Combination

Unbundled Loop  
Shared Transport  
Dedicated Transport  
STPs  
Signaling Link Transport  
Service Control Points (SCPs)/Databases  
Tandem Switching

2. Switching Combination #2

Network Interface Device  
Local Switching  
Shared Transport  
Dedicated Transport  
SS7 Message Transfer & Connection Control  
Signaling Link Transport  
Service Control Points (SCPs)/Databases  
Tandem Switching

3. Switching Combination #3

Network Interface Device  
Local Switching  
Operator Systems  
Shared Transport  
Dedicated Transport  
SS7 Message Transfer & Connection Control  
Signaling Link Transport  
Service Control Points (SCPs)/Databases  
Tandem Switching

#### 4. Switched Data Services

Network Interface Device

Local Switching

Shared Transport

Dedicated Transport

Tandem Switching

#### 5. Unbundled Element Platform Without Operator Services and Directory Assistance

Unbundled Loop

Local Switching

Shared Transport

Dedicated Transport

STPs

Signaling Link Transport

Service Control Points (SCPs)/Databases

Tandem Switching

## SCHEDULE 9.5

### PROVISIONING OF NETWORK ELEMENTS

#### 1.0 General Provisioning Requirements.

- 1.1 Subject to the terms of **Article IX**, Requesting Carrier may order and/or request Elements either individually or as Combinations.
- 1.2 The Combinations set forth on **Schedule 9.3.4** and any additional Combination provided previously hereunder by Ameritech pursuant to the Bona Fide Request process shall be identified and described by Requesting Carrier so that they can be ordered and provisioned as a Combination and shall not require the enumeration of each Network Element within that Combination on each provisioning order; provided that in each case Requesting Carrier shall specify on each order the type of service to be provided as well as the engineering and routing characteristics (e.g., redundancy requirements and data transfer rates) Requesting Carrier requests for such Combination.
- 1.3 Requesting Carrier may order from Ameritech multiple individual Network Elements on a single order without the need to have Requesting Carrier send an order for each such Network Element if such Network Elements are (i) for a single type of service, (ii) for a single location and (iii) for the same account.
- 1.4 Ameritech shall provide provisioning services to Requesting Carrier Monday through Friday from 8:00 a.m. to 5:00 p.m. CST. Requesting Carrier may request Ameritech to provide Saturday, Sunday, holiday, and/or off-hour provisioning services. If Requesting Carrier requests that Ameritech perform provisioning services at times or on days other than as required in the preceding sentence, Ameritech shall quote, within three (3) Business Days of the request, a cost-based rate for such services. If Requesting Carrier accepts Ameritech's quote, Ameritech shall perform such provisioning services.
- 1.5 Ameritech shall provide a Single Point of Contact (each, a SPOC) for ordering and provisioning contacts and order flow involved in the purchase and provisioning of Ameritech's unbundled Network Elements or Combinations. The SPOCs shall provide an electronic interface twenty-four (24) hours a day, seven (7) days a week for all ordering and provisioning order flows. Each SPOC shall also provide to Requesting Carrier a toll-free nationwide telephone number (operational from 8:00 a.m. to 5 p.m., Monday through Friday) which will be answered by capable staff trained to answer questions and resolve problems in connection with the provisioning of Network Elements or Combinations.
- 1.6 Ameritech shall provide to Requesting Carrier a single point of contact (the **"Unbundling Ordering Center"**) for ordering unbundled Network Elements. A national toll-free number will be provided from 7:00 a.m. to 5:00 p.m. CST, Monday through Friday. This Unbundling Ordering Center is responsible for order acceptance,

order issuance, and return of the Firm Order Commitment (FOC) to Requesting Carrier as specified in this **Schedule 9.5**.

In addition, Ameritech shall provide to Requesting Carrier a single point of contact (the **“Unbundling Service Center”**) for all provisioning, maintenance, repair, and cutover coordination. A national toll-free number will be provided from 6:30 a.m. to 12:00 a.m. CST Monday through Friday. Out of hours maintenance questions are handled by a **“Fold Down Center.”**

- 1.7 Ameritech will recognize Requesting Carrier as the Customer of Record of all Network Elements and agreed to Combinations ordered by Requesting Carrier and will send all notices, invoices and pertinent Customer information directly to Requesting Carrier.
- 1.8 Ameritech may not initiate any disconnection or rearrangement of any Requesting Carrier ordered Element or Combination, except as directed by Requesting Carrier or as otherwise provided in this Agreement.
- 1.9 When requested by Requesting Carrier, Ameritech will schedule installation appointments with Ameritech's representative on the line with Requesting Carrier's representative until Requesting Carrier has access to Ameritech's scheduling system.
- 1.10 Ameritech will provide Requesting Carrier with a Firm Order Confirmation (FOC) for each order, within forty-eight (48) hours of Ameritech's receipt of that order, or within a different time interval agreed upon by the Implementation Team but in any event, not less than forty-eight (48) hours. The FOC must contain an enumeration of Requesting Carrier's ordered Network Elements or Combination features, options, physical Interconnection, quantity, and Ameritech commitment date for order completion (**“Committed Due Date”**), which commitment date shall be established on a nondiscriminatory basis with respect to installation dates for comparable orders at such time.
- 1.11 Upon work completion, Ameritech will provide Requesting Carrier electronically (unless otherwise notified by Requesting Carrier) with an order completion per order that states when that order was completed. Ameritech shall respond with specific order detail as enumerated on the FOC and shall state any additional charges (e.g., time and materials charges) up to a previously agreed upon limit associated with that order.
- 1.12 Ameritech will perform pre-testing of Network Elements and Combinations in accordance with Ameritech's standards. At Requesting Carrier's request, Ameritech will make available to Requesting Carrier on a weekly batch basis any available test and turn-up results in support of the Network Elements or Combinations ordered by Requesting Carrier. Requesting Carrier shall be responsible for any costs incurred by Ameritech to provide copies of any available results. If Requesting Carrier requests Ameritech to provide Requesting Carrier with any test or turn-up results which Ameritech does not then generate, Requesting Carrier shall request such results through the Bona Fide Request process.

- 1.13 As soon as identified, Ameritech shall provide notification electronically of Requesting Carrier orders that are incomplete or incorrect and therefore cannot be processed.
- 1.14 As soon as identified, Ameritech shall provide notification electronically of any instances when Ameritech's Committed Due Dates are in jeopardy of not being met by Ameritech on any element or feature contained in any order for Network Elements or Combinations. Ameritech shall indicate its new committed due date as soon as such date is available.
- 1.15 Within twenty-four (24) hours of Requesting Carrier's request, Ameritech will perform cooperative testing with Requesting Carrier (including trouble shooting to isolate any problems) to test Network Elements or Combinations purchased by Requesting Carrier in order to identify any performance problems.
- 1.16 Subject to **Article IX**, Network Elements and Combinations will be provisioned with a combination of customer-specific and bulk orders as specified by Requesting Carrier.
- 1.17 When Requesting Carrier orders Network Elements or Combinations that are currently interconnected and functional and remain interconnected to the same adjacent Network Elements, such Network Elements and Combinations will remain interconnected and functional without any disconnection or disruption of functionality of such Network Elements. There shall be no charge for such interconnection. Consequently, for Ameritech retail Customers who simply wish to switch their local service providers and keep the same type of service provided through the same equipment, this method of ordering will accomplish this with no physical changes required in the existing Network Elements. Under these circumstances, it shall not be necessary for Requesting Carrier to collocate equipment in Ameritech Central Offices to connect the unbundled Network Element. If shared Network Elements are used, Ameritech will be responsible for all engineering, provisioning and maintenance of these components to ensure they support the agreed-upon grade of service.

1.18 Ameritech shall provide to Requesting Carrier upon request:

- (a) a list of all services and features technically available from each switch that Ameritech may use to provide Local Switching, by switch CLLI;
- (b) a listing by street address detail, of the service coverage area of each switch CLLI;
- (c) when available, all engineering design and layout information for each Network Element and Combination; provided that Requesting Carrier shall pay Ameritech for the costs incurred by Ameritech to provide Requesting Carrier with copies of such information;
- (d) a listing of all technically available functionalities for each Network Element or Combination; and
- (e) advanced information on the details and requirement for planning and implementation of NPA splits.

1.19 Promptly after the Effective Date, Ameritech shall provide Requesting Carrier an initial electronic copy of the following information:

- (a) Street address verification;
- (b) Switch identification by service address; and
- (c) Switch feature verification.

Electronic updates to such information shall be provided monthly to Requesting Carrier as changes are made to such information.

1.20 For orders of Network Elements (and INP with the installation of a Loop) that require coordination among Ameritech, Requesting Carrier and Requesting Carrier's Customer, Requesting Carrier shall be responsible for any necessary coordination with the Requesting Carrier Customer.

## **2.0 Unbundled Local Loop Transmission**

### **2.1 Access to Unbundled Local Loops.**

2.1.1 Requesting Carrier shall access Ameritech's Unbundled Local Loops via Collocation or in accordance with Article IX of this Agreement at the Ameritech Wire Center where that element exists and each Loop shall be delivered to Requesting Carrier's Collocation by means of a Cross-Connection, which shall be an additional charge.

2.1.2 Ameritech shall provide Requesting Carrier access to its unbundled Loops at each of Ameritech's Wire Centers. In addition, if Requesting Carrier requests one or more Loops serviced by Integrated Digital Loop Carrier or Remote Switching technology deployed as a Loop concentrator, Ameritech shall, where available, move the requested Loop(s) to a spare, existing



physical Loop at no charge to Requesting Carrier. If, however, no spare physical Loop is available, Ameritech shall within forty-eight (48) hours of Requesting Carrier's request notify Requesting Carrier of the lack of available facilities. Requesting Carrier may then at its discretion make a Bona Fide Request for Ameritech to provide the unbundled Loop through the demultiplexing of the integrated digitized Loop(s). Notwithstanding anything to the contrary in this Agreement, the provisioning intervals set forth in **Section 2.2.2** of this Schedule and the Ameritech Network Element Performance Benchmarks set forth in **Schedule 9.10** of this Agreement shall not apply to unbundled Loops provided under this **Section 2.1.2**.

2.1.3 If Requesting Carrier orders a Loop type and the distance requested on such Loop exceeds the transmission characteristics as referenced in the corresponding Technical Reference specified below, distance extensions may be requested where technically feasible to meet the specification using such distance extensions. Requesting Carrier shall compensate Ameritech for any costs incurred to provide such distance extensions.

Loop Type	Technical Reference/Limitation
Electronic Key Line	2.5 miles
ISDN	Bellcore TA-NWT-000393
HDSL 2W	T1E1 Technical Report Number 28
HDSL 4W	T1E1 Technical Report Number 28
ADSL 2W	ANSI T1.413-1995 Specification

## 2.2 Provisioning of Unbundled Loops.

The following coordination procedures shall apply for conversions of “live” Telephone Exchange Services to unbundled Network Elements:

2.2.1 Requesting Carrier shall request unbundled Loops from Ameritech by delivering to Ameritech a valid electronic transmittal service order (a “**Service Order**”) using the electronic interface described on **Schedule 9.2.6**. Within forty-eight (48) hours of Ameritech's receipt of a Service Order, Ameritech shall provide Requesting Carrier the firm order commitment (“**FOC**”) date according to the applicable Ameritech Network Element Performance Benchmarks set forth in **Section 9.10** of this Agreement by which the Loop(s) covered by such Service Order will be installed.

2.2.2 Ameritech shall provision unbundled Loops in accordance with the time frames set forth on **Schedule 9.10** or within such other intervals as agreed upon by the Parties.

2.2.3 Ameritech agrees to coordinate with Requesting Carrier at least forty-eight (48) hours prior to the due date a scheduled conversion date and time (the “**Scheduled Conversion Time**”) in the “**A.M.**” (12:00 midnight to 12:00 noon) or “**P.M.**” (12:00 noon to 12:00 midnight) (as applicable, the “**Conversion Window**”).

2.2.4 Not less than one (1) hour prior to the Scheduled Conversion Time, either Party may contact the other Party and unilaterally designate a new Scheduled Conversion Time (the “**New Conversion Time**”). If the New Conversion Time is within the Conversion Window, no charges shall be assessed on or waived by either Party. If, however, the New Conversion Time is outside of the Conversion Window, the Party requesting such New Conversion Time shall be subject to the following:

If Ameritech requests the New Conversion Time, the applicable Line Connection Charge shall be waived; and

If Requesting Carrier requests the New Conversion Time, Requesting Carrier shall be assessed a Line Connection Charge in addition to the Line Connection Charge that will be incurred for the New Conversion Time.

2.2.5 Ameritech shall test for Requesting Carrier dial-tone (“**Dial Tone Test**”) at Requesting Carrier's Virtual Collocated equipment during a window not greater than forty-eight (48) hours but not less than eight (8) hours prior to the Scheduled Conversion Time (or New Scheduled Time, as applicable). Ameritech shall perform the Dial Tone Test at no charge for one Contract Year. Thereafter, Ameritech shall charge Requesting Carrier for Dial Tone Test on a time and materials basis.

2.2.6 Except as otherwise agreed by the Parties for a specific conversion, the Parties agree that the time interval expected from disconnection of “**live**” Telephone Exchange Service to the connection of an unbundled Network Element at the Requesting Carrier Collocation interface point will be sixty (60) minutes or less. If a conversion interval exceeds sixty (60) minutes and such delay is caused solely by Ameritech (and not by a Delaying Event), Ameritech shall waive the applicable Line Connection Charge for such element. If Requesting Carrier has ordered INP with the installation of a Loop, Ameritech will coordinate the implementation of INP with the Loop conversion during the sixty (60) minute interval at no additional charge.

2.2.7 Requests for maintenance or repair of unbundled Loops are initiated using the industry standard “electronic bonding” interface (EBI) and are handled by the Ameritech Unbundling Service Center (“**USC**”). The USC works with local Ameritech personnel to perform any manual testing that may be required to isolate the trouble.

### **3.0 Network Interface Device Capability.**

3.1 Ameritech will provide Requesting Carrier access to NIDs in a manner that will permit Requesting Carrier to connect its loop facilities to the Customer's inside wiring through Ameritech's NID, as required. Requesting Carrier shall establish this connection through an adjoining NID provided by Requesting Carrier.

3.2 Due to the wide variety of NIDs utilized by Ameritech (based on Customer size and environmental considerations), Requesting Carrier may access the Customer's inside wire by any of the following means:

- (a) Where an adequate length of inside wire is present and environmental conditions permit, Requesting Carrier may remove the inside wire from Ameritech's NID and connect that wire to Requesting Carrier's NID;
- (b) Enter the Customer access chamber or “side” of “dual chamber” NID enclosures for the purpose of extending a connectorized or spliced jumper wire from the inside wire through a suitable “punch-out” hole of such NID enclosures;
- (c) Enter Ameritech's loop terminal enclosure located at a multiple dwelling unit (“**MDU**”) for the purpose of accessing Customer premises inside wire and extending such wire to Requesting Carrier's own adjoining NID; or
- (d) Request Ameritech to make other rearrangements to the inside wire terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting party (i.e., Requesting Carrier, its agent, the building owner or the Customer).

3.3 If Requesting Carrier accesses the Customer's inside wire as described in Section 2.2(d), the time and materials charges will be billed to the requesting party (i.e., Requesting Carrier, the building owner or the Customer).

3.4 In no case shall Requesting Carrier remove or disconnect Ameritech's loop facilities from Ameritech's NIDs, enclosures, or protectors.

3.5 In no case shall Requesting Carrier remove or disconnect ground wires from Ameritech's NIDs, enclosures, or protectors.

3.6 Maintenance and control of premises wiring (inside wire) is the responsibility of the Customer. Any conflicts between service providers for access to the Customer's inside wire must be resolved by the Customer.

3.7 Due to the wide variety of NID enclosures and outside plant environments, Ameritech will work with Requesting Carrier to develop specific procedures to establish the most effective means of implementing this **Section 3.0**.

#### **4.0 Unbundled Local Switching**

##### **4.1 Access to Unbundled Local Switching.**

4.1.1 Requesting Carrier shall access Ameritech's Unbundled Local Switching via Collocation or in accordance with **Article IX** of this Agreement at the Ameritech Wire Center where that element exists and each line-side and/or trunk-side port will be delivered to Requesting Carrier's Collocation by means of a Cross-Connection, which shall be an additional charge.

4.1.2 Ameritech shall provide Requesting Carrier access to its Unbundled Local Switching at each of Ameritech's Wire Centers and will provide Requesting Carrier all available basic local switching functions and basic capabilities the switch is capable of providing which Ameritech currently makes available to its local Customers, or for which Ameritech OSS functions are capable of provisioning pursuant to a Bona Fide Request.

4.1.3 Unbundled Local Switching also provides access to additional features and capabilities that the switch has available for activation. Requesting Carrier has the capability of activating these features on a line-by-line basis via an electronic interface. The additional features available for activation on the basic Unbundled Local Switching include:

- (a) vertical features;
- (b) Custom Calling, Custom Local Area Signaling Service features (“CLASS”) features; and
- (c) Centrex features.

4.1.4 Other basic and/or additional capabilities, functions and features that are not then available for activation on the switch may be requested as optional special capabilities. Ameritech will provide these special capabilities if technically feasible and upon Requesting Carrier's Bona Fide Request. Requesting Carrier will pay the applicable recurring and nonrecurring costs of developing, installing, providing and maintaining the requested capability.

4.1.5 Unless already provided by Ameritech as a service offering, and if not, upon Requesting Carrier's Bona Fide Request, Ameritech will provide any technically feasible customized local routing of traffic through Unbundled Local Switching by class of call (e.g., operator, directory assistance, 9-1-1, toll, local, etc.). Ameritech will develop and provide any requested customized routing the switch is capable of providing, upon agreement by Requesting Carrier to pay recurring and nonrecurring costs of developing, installing, updating, providing and maintaining such custom routing.

4.1.6 Ameritech provides, on an optional basis, the ability to connect line-side ports and/or trunk-side ports within the same switch with a group of common attributes. An example, is a request for Unbundled Local Switching to provide a Centrex service with intercom calling within the system and with certain common features. The attributes available include intercom calling, group call pick-up, and Automatic Route Selection. Intercom calling is defined as the ability of the line-side ports to call one another by dialing 3-7 digits. Group call pick up is defined as allowing one line-side port to answer a call directed to another line-side port in the same call pick-up group. ARS is defined as the ability to route calls to a specific group of trunk- side ports.

4.1.7 Ameritech will switch traffic through its local switching element in accordance with Ameritech standard switching translations and screening in use in that switch. The custom routing optional feature enables Requesting Carrier to specify special routing, by class of call, of some or all traffic incoming into its unbundled local switch using any technically feasible routing capability of that switch. Variations in the End Office switching equipment used to provide service in specific locations may cause differences in the operation of certain features. Special routing capabilities that are not otherwise available (i.e., features that the switch is capable of providing) will be developed on an individual basis through the Bona Fide Request process and will be installed, updated, maintained and provided following Requesting Carrier's agreement to pay the applicable costs.

## **4.2 Provisioning of Unbundled Local Switching.**

The following coordination procedures shall apply for conversions of **“live”** Telephone Exchange Services to unbundled Network Elements:

4.2.1 Requesting Carrier shall request Unbundled Local Switching from Ameritech by delivering to Ameritech a valid electronic transmittal service order (a **“Service Order”**) using the electronic interface described on **Schedule 9.2.6**. In addition, pre-ordering functions are supported via electronic data interchange (EDI) format as utilized for Resale Services. Within forty-eight (48) hours of Ameritech's receipt of a Service Order, Ameritech shall provide Requesting Carrier the firm order commitment (**“FOC”**) date by which the Unbundled Local Switching ports covered by such Service Order will be installed.

Where connection of the Unbundled Local Switching port(s) to customized routing is required by Requesting Carrier, the specific custom routing pattern desired must already exist. In those instances where the custom routing pattern does not already exist, Requesting Carrier may request the development and establishment of such customer routing pattern via a Bona Fide Request. While the custom routing pattern is being developed, Requesting Carrier may do one of the following: (a) defer activation of the Unbundled Local Switching port until the routing pattern is

established, (b) offer the Customer resale on an interim basis, or (c) convert the existing basic office routing pattern. If Requesting Carrier elects option (c) and later desires to convert the Unbundled Local Switching port using Ameritech's office routing pattern to a customized routing pattern, an additional Line Connection Charge will apply.

4.2.2 Ameritech agrees to coordinate with Requesting Carrier at least forty-eight hours prior to the due date a scheduled conversion date and time (the **“Scheduled Conversion Time”**) in the **“A.M.”** (12:00 midnight to 12:00 noon) or **“P.M.”** (12:00 noon to 12:00 midnight) (as applicable, the **“Conversion Window”**).

4.2.3 Not less than one (1) hour prior to the Scheduled Conversion Time, either Party may contact the other Party and unilaterally designate a new Scheduled Conversion Time (the **“New Conversion Time”**). If the New Conversion Time is within the Conversion Window, no charges shall be assessed on or waived by either Party. If, however, the New Conversion Time is outside of the Conversion Window, the Party requesting such New Conversion Time shall be subject to the following:

If Ameritech requests the New Conversion Time, the applicable Line Connection Charge shall be waived; and

If Requesting Carrier requests the New Conversion Time, Requesting Carrier shall be assessed a Line Connection Charge in addition to the Line Connection Charge that will be incurred for the New Conversion Time.

4.2.4 Except as otherwise agreed by the Parties for a specific conversion, the Parties agree that the time interval expected from disconnection of **“live”** Telephone Exchange Service to the connection of an unbundled Network Element at the Requesting Carrier Collocation interface point will be sixty (60) minutes or less. If a conversion interval exceeds sixty (60) minutes and such delay is caused solely by Ameritech (and not by a Delaying Event), Ameritech shall waive the applicable Line Connection Charge for such element.

If Requesting Carrier has ordered INP with the installation of a Loop, Ameritech will coordinate the implementation of INP with the Loop conversion during the sixty (60) minute interval at no additional coordination charge (other than the applicable standard service order and line connection charges).

Ameritech shall provide to Requesting Carrier equivalent functionality of blocking calls (e.g., 900, 976 and international calls) as provided to Ameritech's retail Customers.

4.2.5 When ordering a Local Switching Element, Requesting Carrier may order from Ameritech separate interLATA and intraLATA capabilities (i.e., 2 PICs where available) on a line or trunk basis.

4.2.6 Unless otherwise directed by Requesting Carrier and to the extent technically feasible, when Requesting Carrier orders a Network Element or Combination, all pre-assigned trunk or

telephone numbers currently associated with that Network Element or Combination shall be retained without loss of feature capability.

#### 4.3 Tandem Switching.

4.3.1 Tandem Switching creates a temporary transmission path between interoffice trunks that are interconnected at a switch for the purpose of routing a call or calls. Unbundled Tandem Switching is ordered using electronic interfaces. Trunk-side ports are ordered using the Access Service Request (“**ASR**”) which provides for electronic ordering based on industry standards adopted through OBF. ASR is the process used as of the Effective Date to order Exchange Access Services. Both pre-ordering and ordering functions and access to associated Operations Support Systems functions are supported electronically through these interfaces.

4.3.2 Ameritech will service, operate, and maintain the unbundled Tandem Switching for Requesting Carrier at parity with the service, operation, and maintenance Ameritech provides to itself, its subsidiaries, Affiliates and any other person. Unless requested otherwise, where applicable and technically feasible, Ameritech will provide unbundled Tandem Switching using the same specifications, interfaces, parameters, intervals, procedures and practices it uses to provide comparable Tandem Switching for all other Customers and carriers. Any feature or function existing in the Tandem Switch will be provided to Requesting Carrier on a non- discriminatory basis. Congestion control and overflow routing will be provided on a non- discriminatory basis.

4.3.3 Tandem Switching performance will be measured to ensure parity with all other Telecommunications Carriers that are interconnected with Ameritech. Performance will be measured on switching, call recording, and network management controls.

4.3.4 Switch downtime will be measured through FCC reportable incidents report. CPI Index will be measured calls blocked and customer out of service incidents.

4.3.5 Electronic Billing Accuracy Centers (EBAC) measures billing errors from the CABS error hold file report. Ameritech employs RAVE/A&T which enables on-line investigation of AMA volumes and will alert EBAC to possible AMA recording failures.

4.3.6 Congestion Control and overflow criteria are set by the use of NTMOS Surveillance system which polls EDAS and NMA data on call volumes and make busy standards. Ameritech sets automatic thresholds with preplan routing and overflow selection. The system is also monitored via a manual surveillance system early recognition of performance problems.

### **5.0 Interoffice Transmission Facilities.**

Ameritech shall:

5.1 Provide Requesting Carrier exclusive use of Interoffice Transmission Facilities dedicated to Requesting Carrier, or use of the features, functions, and capabilities of Interoffice Transmission Facilities shared by more than one Customer or carrier, including Requesting Carrier;

5.2 Provide all technically feasible transmission facilities, features, functions, and capabilities that Requesting Carrier could use to provide Telecommunications Services;

5.3 Permit, to the extent technically feasible, Requesting Carrier to connect such interoffice facilities to equipment designated by Requesting Carrier, including Requesting Carrier's Collocated facilities; and

5.4 Permit, to the extent technically feasible, Requesting Carrier to obtain the functionality provided by Ameritech's digital cross-connect systems separate from dedicated transport.

## **6.0 Signaling Networks and Call-Related Databases**

### **6.1 Signaling Networks.**

6.1.1 If Requesting Carrier purchases Switching Capability from Ameritech, Ameritech shall provide access to its signaling network from that switch in the same manner in which Ameritech obtains access to such switch itself. In addition, Ameritech shall provide Requesting Carrier access to Ameritech's signaling network for each of Requesting Carrier's switches when Requesting Carrier uses its own switching facilities. This connection shall be made in the same manner as Ameritech connects one of its own switches to an STP. Notwithstanding the foregoing, Ameritech shall not be required to unbundle those signaling links that connect Service Control Points to STPs or to permit Requesting Carrier to link its own STPs directly to Ameritech's switch or call-related databases.

6.1.2 If Requesting Carrier has its own switching facilities, Ameritech shall provide Requesting Carrier access to STPs to each of Requesting Carrier's switches, in the same manner in which Ameritech connects one of its own switches to an STP, or in any other technically feasible manner (e.g., bringing an "A" link from Requesting Carrier's switch to Ameritech's STP, or linking Requesting Carrier's switch to its own STP and then connecting that STP to Ameritech's STP via a "B" or "D" link); provided that Ameritech shall not be required to (i) unbundle the signaling link connecting SCPs to STPs, (ii) permit direct linkage of Requesting Carrier's own STPs to Ameritech's switch or call-related databases or (iii) unbundle an SCP from its associated STP.

6.1.3 The Parties shall agree upon appropriate mediation facilities and arrangements for the Interconnection of their signaling networks and facilities, as necessary to adequately safeguard against intentional and unintentional misuse of the signaling networks and facilities of each Party. Such arrangements shall provide at a minimum:

- Certification that Requesting Carrier's switch is compatible with Ameritech's SS7 network;
- Certification that Requesting Carrier's switch is compatible with Ameritech's AIN SCP;
- Certification that Requesting Carrier's switch is compatible with a desired AIN application residing on Ameritech's SCP;



- Agreement on procedures for handling maintenance and troubleshooting related to AIN services;
- Usage of forecasts provided by Requesting Carrier, so that Ameritech can provide sufficient SS7 resources for Requesting Carrier and all other requesting carriers;
- Mechanisms to control signaling traffic at agreed-upon levels, so that Ameritech's SS7 resources can be fairly shared by all requesting carriers;
- Mechanisms to restrict signaling traffic during testing and certification, as necessary to minimize risks to the service quality experienced by Customers served by Ameritech's network and those of other carriers while compatibility and interconnection items are verified; and
- Mechanisms to ensure protection of the confidentiality of Proprietary Information of both carriers and Customers.

## 6.2 Call-Related Databases.

6.2.1 For purposes of switch query and database response through a signaling network, Ameritech shall provide Requesting Carrier access to its call-related databases, including the Line Information Database, Toll Free Calling database, downstream number portability databases, and Advanced Intelligent Network databases by means of physical access at the STP linked to the unbundled database.

6.2.2 If Requesting Carrier purchases Unbundled Local Switching, Requesting Carrier may, upon request, use Ameritech's SCP in the same manner, and via the same signaling links, as Ameritech. If Requesting Carrier has deployed its own switch, and has linked that switch to Ameritech's signaling system, Requesting Carrier shall be given access to Ameritech's SCP in a manner that allows Requesting Carrier to provide any call-related, database-supported services to Customers served by Requesting Carrier's switch. If the Implementation Team is unable to agree in the Implementation Plan to appropriate mediation mechanisms with respect to access to the AIN SCPs, the Parties shall adopt the mechanisms adopted by the Commission. Ameritech shall provide Requesting Carrier access to call-related databases in a manner that complies with the CPNI requirements of Section 222 of the Act.

6.2.3 The Parties shall agree upon appropriate mediation facilities arrangements for the Interconnection of their signaling networks, databases, and associated facilities, as necessary to adequately safeguard against intentional and unintentional misuse of the signaling networks and facilities of each Party. Such arrangements shall provide for at a minimum:

- Capabilities to protect each Party's information;

- Agreements on handling maintenance and troubleshooting related to AIN services;
- Usage forecasts provided by Requesting Carrier so that Ameritech can provide sufficient resources for other requesting carriers, and capabilities to ensure that the Parties abide by such forecasts;
- Procedures to ensure, prior to deployment, that each service will properly operate within Ameritech's network;
- Procedures to verify proper deployment of each service in the network; and
- Mechanisms to ensure protection of the confidentiality of proprietary information of both carriers and customers.

### 6.3 Service Management Systems.

6.3.1 Ameritech shall provide Requesting Carrier with the information necessary to enter correctly, or format for entry, the information relevant for input into Ameritech's Service Management System (“SMS”). In addition, Ameritech shall provide Requesting Carrier equivalent access to design, create, test, and deploy Advanced Intelligent Network.

6.3.2 Access will be provided in an equivalent manner to that which Ameritech currently uses to provide such access to itself (e.g., submitting magnetic tapes if Requesting Carrier inputs magnetic tapes, or through an electronic interface equivalent to that used by Requesting Carrier). The Implementation Team shall set forth in the Implementation Plan the terms and conditions relating to such access. If the Implementation Team is unable to agree to appropriate mediation mechanisms with respect to access to the AIN SMSs and SCEs, the Parties shall adopt the mechanisms adopted by the Commission.

6.3.3 Ameritech shall provide access to its SMS in a manner that complies with the CPNI requirements of Section 222 of the Act.

## **7.0 Operations Support Systems Functions**

7.1 Ameritech shall provide Requesting Carrier access to Operations Support Systems functions on or before the dates set forth on the Implementation Schedule.

7.2 Ameritech shall also provide Requesting Carrier access to the functionality of any internal gateway systems Ameritech employs in performing the above-listed OSS functions for its own Customers. A “gateway system” means any electronic interface Ameritech has created for its own use in accessing support systems for providing any of the above-listed OSS functions.

## **8.0 Operator Services and Directory Services.**

8.1 Ameritech shall provide Requesting Carrier access to Ameritech's Operator Service and Directory Assistance facilities where technically feasible.

8.2 Ameritech shall provide unbundled Operator Services (“OS”) and Directory Assistance (“DA”) to Requesting Carrier in conjunction with Telephone Exchange Service provided to Requesting Carrier as a purchaser of Resale Services and as an Unbundled Local Switching Network Element or directly as a separate Network Element. A list identifying the NPA/Exchange areas of Ameritech Directory Assistance, and dependent Information Call Completion services will be provided to Requesting Carrier and will be updated as such DA services are provided in additional NPA/Exchange Areas.

8.3 Requesting Carrier will obtain any required custom routing and obtain or provide the necessary direct trunking and termination facilities to the mutually agreed upon meet point with Ameritech facilities for access to unbundled OS and DA services. Requesting Carrier is responsible for delivering its OS and DA traffic to Ameritech’s operator service switch. Specifically, Requesting Carrier shall deliver its traffic direct from the End Office to the operator service switch location, and there can be no Tandem Switching for OS. The operator service location to which Requesting Carrier will deliver its OS or DA traffic will be determined by Ameritech based on the existing capacity of its service centers. Ameritech will, if technically feasible, enable Requesting Carrier to deliver its OS or DA traffic to the operator service switch most closely located to the Requesting Carrier’s NPA/exchange originating the call.

8.4 Ameritech will provide and maintain the equipment at its OS and DA centers necessary to perform the services under this Agreement, with the goal of ensuring that the OS and DA service meets current industry standards.

8.5 Ameritech will provide OS and DA in accordance with its then current internal operating procedures and/or standards.

8.6 Ameritech will maintain a quality of service that will satisfy the standards, if any, established by the Commission having jurisdiction over the provision of such service. Requesting Carrier has the right, once annually, to visit each Ameritech owned or subcontracted office upon reasonable notice to Ameritech or with greater frequency by mutual consent of the Parties. Upon request, Ameritech will provide monthly system results regarding speed of answer, average work time and, for DA only, abandon from queue measurements.

8.7 Requesting Carrier is solely responsible for providing all equipment and facilities to deliver OS and DA traffic to the point of Interconnection with Ameritech facilities.

8.8 Requesting Carrier will provide and maintain the equipment at its offices necessary to permit Ameritech to perform its services in accordance with the equipment operations and traffic operations which are in effect in Ameritech’s DA and OS offices. Requesting Carrier will locate, construct, and maintain its facilities to afford reasonable protection against hazard and interference.

8.9 Upon request and to the extent technically feasible, Ameritech will unbundle OS and DA from resellers of its Telephone Exchange Service, and for Requesting Carrier, so Requesting Carrier can

provide its own OS or DA service or obtain it from a third party. Also, upon request, Ameritech will provide unbundled OS and/or DA as a stand alone unbundled Network Element to Requesting Carrier. In either case, Requesting Carrier is required to obtain any required custom routing and to arrange for or provide other facilities, services and Network Elements necessary to deliver its OS and DA traffic to Ameritech's designated office, or to the office of another provider, as applicable.

8.10 Upon request, and as technically feasible, Ameritech will provide through an electronic interface, unbundled access to its databases used to provide DA and OS for purpose of enabling Requesting Carrier to provide its own OS or DA service, or as otherwise authorized by the FCC or the Commission. Such unbundled access to DA and OS databases is provided as is technically feasible based upon the facilities, equipment and software involved, and upon agreement by Requesting Carrier to pay to Ameritech its costs of developing, installing, providing and maintaining such Network Element.

8.11 Specifically, upon request, Ameritech will provide through an electronic interface, unbundled access to its DA database to permit Requesting Carrier to have its local exchange directory assistance listings in the areas incorporated into the database, and/or to read the DA listing (with the exception of non-published listing) in that database for the purpose of providing its own DA service. Such unbundled access will be provided in a technically feasible manner based upon the facilities, equipment and software involved, and upon agreement by Requesting Carrier to pay to Ameritech its costs of developing, installing, providing and maintaining such network element.

8.12 Access of resellers and Requesting Carrier to DA and OS of Ameritech, and the DA and OS Network Elements provided hereunder, whether provided on a bundled or unbundled basis, will, as applicable and as feasible, be provided through the standard interfaces, parameters, intervals, service descriptions, protocols, procedures, practices and methods that Ameritech uses for other customers of its DA and OS services. Upon request, Ameritech will, as technically feasible, provide a different quality of service, upon agreement by Requesting Carrier to pay to Ameritech its costs of developing, installing, maintaining and repairing access to and provision of the Network Element at such quality of service.

8.13 Requesting Carrier will furnish to Ameritech all information necessary for provision of OS and DA. This information, to the extent it is identified as such, shall be treated as Proprietary Information. For OS this information includes emergency agency phone numbers, rate information (such as mileage bands and operator surcharge information), and originating screening information. Requesting Carrier will furnish to Ameritech all information necessary for the provision of OS and DA.

8.13.1 To the extent that Requesting Carrier does not mirror Ameritech's operator surcharge rates, then Ameritech will, if technically feasible, enter Requesting Carrier's surcharge rates into Ameritech's rate tables, and will charge Requesting Carrier for changing those tables at the rates then charged by Ameritech for such service.

8.13.2 For DA services, Requesting Carrier will furnish Ameritech ninety (90) days (or such earlier time as the Parties may agree upon) before DA service is initiated details necessary to provide that service. This information includes listing information for the areas to be served by Ameritech and network information necessary to provide for the direct trunking of the DA calls.

8.13.3 Requesting Carrier will keep these records current and will inform Ameritech, in writing, at least thirty (30) days prior to any changes in the format to be made in such records. Requesting Carrier will inform Ameritech of other changes in the records on a mutually agreed-upon schedule.

8.14 Upon request, and as technically feasible, Ameritech will re-brand such OS and DA services based upon Requesting Carrier's obtaining or providing any required facilities, services, Network Elements and custom routing, and their agreement to pay rates that compensate Ameritech for any costs it incurs in developing, installing, providing and maintaining such rebranded service. For branding of calls, Requesting Carrier must provide two (2) cassette tapes of an announcement, no longer than three (3) seconds, for installation on each OS and DA switch serving Requesting Carrier's Customers.

8.15 Branding: Re-branding is available as follows:

- (a) Mechanized front-end branding is available for all manual and automated OS calls.
- (b) Mechanized back-end branding is available for automated calling card calls handled via ACCS.
- (c) On mechanized collect and billed-to-third calls, back-end branding is not currently available.
  - (1) Such calls can be manually handled and branded.
  - (2) If Customer desires mechanized branding, the feature can be installed if Requesting Carrier pays for feature purchase and installation.

Normally, OS and DA services, both bundled and unbundled, will be branded with Ameritech's name as the provider of the service. Upon request from Requesting Carrier, and as technically feasible, Ameritech will re-brand OS and DA traffic from Requesting Carrier's telephone exchange lines, or to Requesting Carrier's unbundled OS or DA network element. Re-Network Element. Re-branded service requires that Requesting Carrier arrange to have the subject OS or DA traffic delivered to Ameritech's Central Office on separate trunks, which may require that it obtain custom routing, and obtain or provide such trunks and other applicable.

Re-branding is provided at rates that recover Ameritech's costs of developing, installing, providing and maintaining such service.

8.16 Requesting Carrier grants to Ameritech during the term of this Agreement a non-exclusive license to use the DA listings provided pursuant to this Agreement. DA listings provided to Ameritech by Requesting Carrier under this Agreement will be maintained by Ameritech only for providing DA information, and will not be disclosed to third parties. This section does not prohibit Ameritech and Requesting Carrier from entering into a separate agreement which would allow Ameritech to provide or sell Requesting Carrier's DA listing information to third parties, but such provision or sale would only occur under the terms and conditions of the separate agreement.

8.17 Ameritech will supply Requesting Carrier with call detail information so that Requesting Carrier can rate and bill the call. This information excludes rating and invoicing of Customers, unless negotiated on an individual case basis.

## **SCHEDULE 9.10**

### **NETWORK ELEMENT PERFORMANCE BENCHMARKS**

**A. Non-DS1 Loops-Standard Intervals**

<u>Volume*</u>	<u>Interval</u>
1-24	5 Business Days
25-48	6 Business Days
49-96	7 Business Days
97+	Negotiated

\*Number of Loops Per Order Per Day

**B. DS1 Unbundled Local Transport**

1. Facilities Available	7 Business Days
Facilities or Force Not Available	Negotiated

**C. DS3-Unbundled Local Transport**      Negotiated Interval

**D. OC-N-Unbundled Local Transport**      Negotiated Interval

TBD -To be determined  
NRO -Nonrecurring only  
ICB -Individual Case Basis  
NA -Not Applicable

AMERITECH  
TELEPHONE COMPANY  
ILLINOIS  
Rates  
6/21/00

APPENDIX PRICING  
AMERITECH/CLEC

THE RATES SHOWN ARE IN ADDITION TO THE RATES FOUND IN THE		AIT Generic Rates			
EXISTING AGREEMENT. THE RATES SHOWN ARE APPLICABLE TO DSL		AIT RECURRING		AIT NON-REC.	
ONLY. ILLINOIS		Monthly			
<b>DSL Capable Loops</b>					
2-Wire Digital Loop ISDN/IDSL					
PSD #1 - 2-Wire Digital Loop ISDN/IDSL Access Area C- Rural		See 2-Wire Digital		See NRC prices below	
PSD #1 - 2-Wire Digital Loop ISDN/IDSL Access Area B- Suburban		See 2-Wire Digital		See NRC prices below	
PSD #1 - 2-Wire Digital Loop ISDN/IDSL Access Area A- Metro		See 2-Wire Digital		See NRC prices below	
2-Wire xDSL Loop					
PSD #1 - 2-Wire xDSL Loop Access Area C- Rural		\$ 11.40		See NRC prices below	
PSD #1 - 2-Wire xDSL Loop Access Area B- Suburban		\$ 7.07		See NRC prices below	
PSD #1 - 2-Wire xDSL Loop Access Area A- Metro		\$ 2.59		See NRC prices below	
PSD #2 - 2-Wire xDSL Loop Access Area C- Rural		\$ 11.40		See NRC prices below	
PSD #2 - 2-Wire xDSL Loop Access Area B- Suburban		\$ 7.07		See NRC prices below	
PSD #2 - 2-Wire xDSL Loop Access Area A- Metro		\$ 2.59		See NRC prices below	
PSD #3 - 2-Wire xDSL Loop Access Area C- Rural		\$ 11.40		See NRC prices below	
PSD #3 - 2-Wire xDSL Loop Access Area B- Suburban		\$ 7.07		See NRC prices below	
PSD #3 - 2-Wire xDSL Loop Access Area A- Metro		\$ 2.59		See NRC prices below	
PSD #4 - 2-Wire xDSL Loop Access Area C- Rural		\$ 11.40		See NRC prices below	
PSD #4 - 2-Wire xDSL Loop Access Area B- Suburban		\$ 7.07		See NRC prices below	
PSD #4 - 2-Wire xDSL Loop Access Area A- Metro		\$ 2.59		See NRC prices below	
PSD #5 - 2-Wire xDSL Loop Access Area C- Rural		\$ 11.40		See NRC prices below	
PSD #5 - 2-Wire xDSL Loop Access Area B- Suburban		\$ 7.07		See NRC prices below	
PSD #5 - 2-Wire xDSL Loop Access Area A- Metro		\$ 2.59		See NRC prices below	
PSD #7 - 2-Wire xDSL Loop Access Area C- Rural		\$ 11.40		See NRC prices below	
PSD #7 - 2-Wire xDSL Loop Access Area B- Suburban		\$ 7.07		See NRC prices below	
PSD #7 - 2-Wire xDSL Loop Access Area A- Metro		\$ 2.59		See NRC prices below	
4-Wire xDSL Loop					
PSD #3 - 4-Wire xDSL Loop Access Area C- Rural		\$ 26.63		See NRC prices below	
PSD #3 - 4-Wire xDSL Loop Access Area B- Suburban		\$ 16.82		See NRC prices below	
PSD #3 - 4-Wire xDSL Loop Access Area A- Metro		\$ 4.08		See NRC prices below	
HFPL Loop					
* HFPL Loop - Access Area C- Rural		\$ 5.70		N/A	N/A
* HFPL Loop - Access Area B- Suburban		\$ 3.54		N/A	N/A
* HFPL Loop - Access Area A- Metro		\$ 1.30		N/A	N/A
Loop Qualification Process					
Loop Qualification Process - Mechanized		N/A		\$ 0.10	N/A
Loop Qualification Process - Manual per minute		N/A		\$ 1.98	N/A
Loop Qualification Process - Detailed Manual		N/A		TBD	N/A
HFPL Splitter					
* SBC owned splitter--line at a time		\$ 1.09		N/A	N/A
DSL Conditioning Options - >12KFT and < 17.5KFT					
Removal of Repeater Options		N/A		\$144.82	N/A
Removal Bridged Tap Option		N/A		\$568.68	N/A
Removal of Load Coil		N/A		\$569.92	N/A
DSL Conditioning Options - >17.5KFT in addition to the rates for > 12KFT and < 17.5KFT					
Removal of Repeater Options		N/A		\$178.87	N/A
Removal Bridged Tap Option		N/A		\$458.41	N/A
Removal of Load Coil		N/A		\$743.85	N/A
<b>Loop Non-Recurring Charges (Excluding DS3)</b>					
Bus Service Order - Establish - Interim Rate per Second Interim Order		NA		\$ 13.17	N/A
Bus Service Order - Add/Change - Interim Rate per Second Interim Order		NA		\$ 13.17	N/A
Bus Line Connection		NA		\$ 25.08	N/A
Res Service Order - Establish - Interim Rate per Second Interim Order		NA		\$ 13.17	N/A
Res Service Order - Add/Change - Interim Rate per Second Interim Order		NA		\$ 13.17	N/A
Res Line Connection		NA		\$ 25.08	N/A
* HFPL Service Order Charge		NA		\$13.17	N/A
<b>DSL Cross Connects</b>					
* HFPL Cross Connect - CLEC Owned Non Integrated		\$ 0.56		\$ 140.53	N/A
* HFPL Cross Connect - CLEC Owned Integrated		\$ 0.56		\$ 140.53	



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APPENDIX PRICING  
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THE RATES SHOWN ARE IN ADDITION TO THE RATES FOUND IN THE		AIT Generic Rates				
EXISTING AGREEMENT. THE RATES SHOWN ARE APPLICABLE TO DSL		AIT RECURRING		AIT NON-REC.		
ONLY. ILLINOIS		Monthly				
*	HFPL Cross Connect - SBC Owned	\$ 0.56		\$ 140.53	N/A	
<b>HFPL OSS Charge</b>						
*	HFPL OSS Charge - per line	\$ 0.87		N/A	N/A	
* The Parties acknowledge and agree that the rates set forth are interim and subject to true-up pending state established rates.						